

ANNE ARUNDEL COUNTY, MARYLAND

# UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

MARY McNALLY ROSE  
CLERK OF THE CIRCUIT COURT

CAMERA: SHIRLEY GRIZZEL

*[Handwritten signature]*

**LIBER**

**579**

286001

**FINANCING STATEMENT**

- To be recorded among the Land Records of Anne Arundel City/County, Maryland.
- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Recordation Tax has been paid on the principal amount of \$144,999.79 in connection with the filing of the Purchase Money Deed of Trust and Security Agreement described below in the Land Records of Anne Arundel County, Maryland.

Not subject to recordation tax.

DEBTOR:	ADDRESS:
JBD INVESTMENTS, INC.	1234 Cherry Tree Lane Annapolis, Md. 21401
SECURED PARTY:	ADDRESS:
THE ANNAPOLIS BANKING AND TRUST COMPANY	P. O. Box 311 Annapolis, Maryland 21404

RECORD FEE 17.00  
POSTAGE .50  
ATTORNEY'S FEE 144.54  
08/27/92  
MARY M. ROSE  
44 CO. CIRCUIT COURT

BL  
CLERK

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 240  
ANNAPOLIS, MD 21401  
410-263-8855

1700  
1733

AB004.190

defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Purchase Money Deed of Trust and Security Agreement dated March \_\_\_\_, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Randall M. Robey and William A. Busik, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of

 Borrower's Initials

SFC:mlh 03/23/92 4:36pm

A:SFC207.29

To be used for loans secured by real property

Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:

JBD INVESTMENTS, INC., a  
Maryland corporation

BY:

John J. Gilece Jr.  
JOHN J. GILECE, JR.  
President

SECURED PARTY:

THE ANNAPOLIS BANKING AND TRUST  
COMPANY

BY:

William A. Busch

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL  
P. O. Box 2400, Annapolis, Md. 21404

JJ Borrower's Initials

- 3 -

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(410) 263-8855

EXHIBIT 'A'

BEING KNOWN AND DESIGNATED as Lot No. 37, as shown on Plat entitled "FISHING CREEK FARM, Plat Two of Nine, A Cluster Subdivision, 2nd Tax District, Anne Arundel County, Maryland", by Dewberry & Davis, Engineers, Architects, Surveyors, Planners, dated May, 1986 and recorded among the Plat Records of Anne Arundel County in Plat book 109, page 46.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County immediately prior hereto was granted and conveyed unto the within Grantor by Burnside Point, Inc.

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(410) 263-8855

ANNE ARUNDEL COUNTY - FINANCING RECORDS

BOOK 579 PAGE 05

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.....	.....
Date & Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement No. 268280  
Date of Filing 6/19/87 Record Reference Book 513, page 596  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
JOHN S. MENEELY	P.O. Box 510		Deale,	Maryland 20751

Name of Secured Party or assignee	No.	Street	City	State
FARMERS NATIONAL BANK OF MARYLAND		FIVE CHURCH CIRCLE	ANNAPOLIS,	MARYLAND 21401

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

AMENDED TO REFLECT AN INCREASE IN THE LOAN AMOUNT FROM \$2,100,000.00 to \$2,415,578.00, AND EXTEND THE MATURITY DATE TO March 25, 1995.

RECORDATION TAXES PAID ON NEW MONEY IN THE AMOUNT OF \$377,203.44 WITH THE FILING OF AN AMENDED AND RESTATED DEED OF TRUST, ASSIGNMENT AND SECURITY AGREEMENT IN ANNE ARUNDEL COUNTY.

RECORD FEE 10.00  
POSTAGE .50  
#394880 CABR R02 T11:56  
03/27/92



MARY H. ROSE  
CIRCUIT COURT

Debtor(s) or assignor(s)

John Meneely  
JOHN S. MENEELY

FARMERS NATIONAL BANK OF MARYLAND (Seal)

(Corporate, Trade or Firm Name)

Ross J. Selby  
Signature of Secured Party or Assignee

ROSS J. SELBY, Senior Vice-President

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

(Type or print name under signature)

10 50

FN001.903

BOOK 579 PAGE 06

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277679

RECORDED IN LIBER 542 FOLIO 384 ON 6-16-89 (DATE)

1. DEBTOR

Name STROSCHA LIMITED PARTNERSHIP c/o Towson Dodge  
Address 1765 E. Joppa Road, Baltimore, MD 21234, Attn: Louis M. Schaefer

2. SECURED PARTY

Name NCNB BANK OF MARYLAND  
Address 201 N. Charles Street, Baltimore, MD 21201, Virginia S. Smith,  
Attn: Asst. Vice Pres.  
Robert E. Scher, Ober, Kaler, Grimes & Shriver, 120 E. Baltimore Street,  
Person And Address To Whom Statement Is To Be Returned If Different From Above. Baltimore, MD 21202-1643

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Amendment</p>
	<p>Change of Debtor's Address to: c/o S &amp; S Management Service, Inc. 4212 Ridge Road Baltimore, Maryland 21236</p> <p>Change of Name of Secured Party to: NCNB NATIONAL BANK OF MARYLAND</p>	

RECORD FEE 10.00  
POSTAGE .50  
#375300 CHRG ROD T14101  
03/27/92  
MARY H. ROSE  
14 CO. CIRCUIT COURT



STROSCHA LIMITED PARTNERSHIP  
By: Schastro, Inc.

By: [Signature]  
Louis M. Schaefer, President  
Dated: 3/24/92

NCNB NATIONAL BANK OF MARYLAND  
(formerly known as NCNB Bank of Maryland)

By: [Signature]  
Michael Farand, ASST. VICE PRESIDENT  
By: [Signature]  
(Signature of Secured Party)  
David G. Stromminger  
Type or Print Above Name on Above Line

13.50

1000

STATE OF MARYLAND  
FINANCING STATEMENT BOOK FORM UCC-1 579 PAGE 07 Identifying File No. 286002

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 3/16/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MR JOHN STICKLEY

Address 1401 POINT O WOODS CT ARNOLD MD 21012

2. SECURED PARTY

Name NORWEST FINANCIAL

Address 24 B DEFENSE ST ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/16/95

4. This financing statement covers the following types (or items) of property: (list)

SHAVITZ SLEEPER SOFA & ~~TABLE~~

RECORD FEE 11.00

POSTAGE .50

#100110 0191 003 714432

03/16/92

MARY M. ROSE

AA CO. CIRCUIT COURT



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

JOHN STICKLEY  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

MICHAEL D GORDY  
Type or Print Above Signature on Above Line

TSC

# NationsBank®

NationsBank of Maryland  
(FORMERLY KNOWN AS SOVRAN BANK/MARYLAND)

BOOK 579 PAGE 08  
Financing Statement

### (Continuation/Termination/Assignment/Partial Release/Amendment)

This Financing Statement refers to an original Financing Statement of which the record reference and File Number and date of filing are as follows:

Record:  Land } Liber 573 Folio 200 File # 284778  
 Financing Statement

Recorded at Anne Arundel Co. Date of Financing Statement 10-15-91

Name	Address			
1. Debtor(s) (or assignor(s))	No.	Street	City	State
<u>Annapolis Mitsubishi</u>	<u>284</u>	<u>West Street</u>	<u>Annapolis, Maryland</u>	<u>21401</u>

2. Secured Party  
**NationsBank of Maryland, 6610 Rockledge Drive, Bethesda, Maryland 20817**  
(Formerly known as Sovran Bank/Maryland)

RECORD FEE 10.00  
POSTAGE .00  
MAY 11 1992  
BL CLERK

Check  The Lines Which Apply

- 3.  A. Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the File Number shown above.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address are shown in Item F below, Secured Party's rights under the financing statement bearing the File Number shown above.
- D. Partial Release. The Secured Party releases the property hereinafter described in Item F, from the collateral described in the Financing Statement bearing the File Number shown above.
- E. Amendment. The original Financing Statement referred to above is amended as set forth in Item F below. (Signature of debtor is required)
- F.
- G. I/we hereby certify under the penalties of perjury that additional taxable debt in the amount of \$ \_\_\_\_\_ has been incurred, and that recordation tax in the amount of \$ \_\_\_\_\_ was paid to \_\_\_\_\_ on or about \_\_\_\_\_.

Debtor(s)	Secured Party: <b>NationsBank of Maryland</b> (Formerly known as Sovran Bank/Maryland)
_____	By: <u>Jeffrey D. Weeks</u>
_____	Type Name
<u>February 21, 1992</u>	<u>Senior Vice President</u>
Date	Title

Anne Arundel County

BOOK 579 PAGE 09

TERMINATION STATEMENT

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Book No. 484

Page No. 40

Identification No. 256139

Dated April 15, 1985

1. Debtor(s)

Systems Engineering International Corp.

Name(s)

717 K Hammonds Ferry Road, Linthicum Heights, MD 21090

Address

2. Secured Party

Heritage Savings Association

Name(s)

1505 York Road, Lutherville, MD 21093

Address

3. Maturity Date (if any) \_\_\_\_\_

4. Statement: D. Termination

RECORD FEE 10.00  
MAY 1985  
CLERK

Dated: 3-19-92

Heritage Savings Association

Names of Secured Party

Diana L. Rohrbach

Signature of Secured Party

Diana L. Rohrbach - V.P.

Signature of Secured Party

10

To Be Recorded in The Land Records  
 And In the Financing Statement  
 Records of the Circuit Court of  
Anne Arundel City/County and  
 Among the Financing Statement  
 Records of the State Department  
 of Assessments and Taxation

Subject to Recordation Tax of \$1400.00  
 On Principal Amount of \$200,000.00  
 Which was Paid to the Clerk of the  
 Circuit Court of Anne Arundel  
 Upon the filing of a Deed of Trust  
 in the Land Records of Anne Arundel  
 City/County, Maryland

FINANCING STATEMENT  
 (Maryland U.C.C.-1)

1. DEBTOR:

Three Mile Oak Limited Partnership  
Carville B. Hopkins  
c/o Stanard T. Klinefelter  
36 South Charles Street, Suite 1100  
Baltimore, Maryland 21201

2. SECURED PARTY:

First National Bank of Maryland  
18 West Street  
Annapolis, Maryland 21401  
Attention: Stephanie Yancy

3. This Financing Statement covers and Debtor grants and conveys to Secured Party a security interest in and to the following:

a. All plant apparatus, equipment, machinery, fittings, appliances, furniture furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property and improvements located at 2134 Generals Highway, Annapolis, Maryland

and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems, and equipment, dynamos, transformers, motors tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.



POSTAGE .50  
 RECEIVED CIRCUIT COURT  
 MARY W. ROSE  
 44 CO. CIRCUIT COURT

1950

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals and replacements thereof.
- d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits accruing to or generated by the Real Property including, but not limited to, deposits of tenants to secure payment of the same, and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, including, but not limited to, the right to receive lease or other payments with regard thereto.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.
- i. All of Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by Secured Party to Debtor in any capacity, including but not limited to, any balance or share belonging to debtor of any deposit or other account with Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a Second Deed of Trust dated 9/24/86 and recorded among the Land Records of the Circuit Court for Anne Arundel from Debtor to Trustees named therein for the benefit of Secured Party. Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of 1 pages.
5. The proceeds and products of the above described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above described collateral.

S.T. Klinefelter  
S.T. KLINEFELTER  
(Print Name)

Carolyn M. McCully  
CAROLYN M. McCULLY  
(Print Name)

S.T. Klinefelter  
S.T. KLINEFELTER  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Carville B. Hopkins  
Carville B. Hopkins, general partner  
(Print Name)

Stanard T. Klinefelter  
Stanard T. Klinefelter, general partner  
(Print Name)

Carville B. Hopkins  
Carville B. Hopkins, individually  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

TO FILING OFFICER: After this Statement has been recorded, please return to:  
FIRST NATIONAL BANK OF MARYLAND, 18 West Street, Annapolis, Maryland 21401

EXHIBIT "A"

BOOK 579 PAGE 13  
BEING KNOWN AND DESIGNATED as Lot 4a as shown on the plat entitled,  
"REVISED PLAT RESUBDIVISION OF LOTS 4, 5, 6, 7 (RESUBDIVISION OF LOT 2), CARVILLE  
HOPKINS SUBDIVISION", recorded among the Land Records of Anne Arundel County in  
Plat Book 74, Page 29. The improvements thereon being known as 2134 Generals Highway.

BEING the same property conveyed unto Carville B. Hopkins from Carville  
B. Hopkins and Bessie C. Hopkins, his wife by deed dated October 13, 1976 and  
recorded among the Land Records of Anne Arundel County in Liber 2899, folio 609.

SUBJECT to a Deed of Trust from Carville B. Hopkins and Three Mile Oak  
Limited Partnership unto Trustees for First National Bank of Maryland dated  
June 10, 1982 and recorded among the Land Records of Anne Arundel County in  
Liber 3495, folio 590.

**FINANCING STATEMENT**

**286004**

- 1.        To Be Recorded in the Land Records
- 2. X To Be Recorded among the Financing Statement Record
- 3. X Not Subject to Recordation Tax
- 4.        Subject to Recordation Tax

Principal Amount of Debt - \$41,300.00

5. Debtor(s) Name(s)	Address
SERVPRO OF GLEN BURNIE, INC.	<u>8 Severndale Road</u> <u>Severna Park, MD 21146</u>

6. Secured Party	Address
Michael Whittles	708 Dill Road Severna Park, MD 21146

7. This Financial Statement covers and Debtor hereby grants to the Secured Party a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. Inventory. All of the inventory of Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

*Handwritten initials*

BL  
CLERK

D. General Intangibles. all of the general intangibles Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. All or a portion of the property described above is affixed or is to be affixed to or upon the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

SECURED PARTY:

SERVPRO OF GLEN BURNIE

MICHAEL WHITTLES

By: Joseph R. Seibert  
President

[Signature]

Address where Collateral will be located:

8 Severndale Rd.  
Severna Park Md 21146

STATE OF MARYLAND

BOOK 579 PAGE 16

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268044

RECORDED IN LIBER 513 FOLIO 259 ON 06/12/87 (DATE)

1. DEBTOR

Name LaRoche Industries, Inc.
Address Perimeter 400-Center Two, 1100 Johnson Ferry Rd., N.E., Atlanta, Georgia 30342

2. SECURED PARTY

Name Sanwa Business Credit Corporation
Address One South Wacker Drive, 39th Floor, Chicago, Illinois 60606
Nancy L. Nelson, Jenner & Block, One IBM Plaza, Chicago, Illinois 60611
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Handwritten signature

CHECK FORM OF STATEMENT

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and text descriptions for each option.



D/AT-MD

Dated \_\_\_\_\_

Handwritten number 15

By: [Handwritten Signature]

(Signature of Secured Party)

Sanwa Business Credit Corporation

Type or Print Above Name on Above Line

Exempt From taxes  
(K) ucc 1208K-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 3/19/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald W. & Betty J. Renninger  
Address 65 Green Knoll Blvd. Annapolis MD 21076

2. SECURED PARTY

Name NORWEST Financial  
Address 6710 Ritchie Hwy. S.E.  
Glen Burnie MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/19/93

4. This financing statement covers the following types (or items) of property: (list)

- ① DP 48412 Lion claw table
- ⑥ #514 Windsor Fiddle sides chairs.

HARVES +  
RECORD FEE 12.00  
POSTAGE 2.50  
#100940 0491 773 715-17  
13-07-92  
MAY 11 1992  
BA CO. CIRCUIT COURT



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

x Donald W. Renninger  
(Signature of Debtor)

Donald W. Renninger  
Type or Print Above Name on Above Line

x Betty J. Renninger  
(Signature of Debtor)

Betty J. Renninger  
Type or Print Above Signature on Above Line

Don D. Matteo  
(Signature of Secured Party)

Don D. Matteo  
Type or Print Above Signature on Above Line

1250

286006

BOOK 579 PAGE 18

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es) <b>Shaw and Sons, Inc.</b> 600 Shaw Road P.O. Box 456 Severn, MD 21144	2. Secured Party(ies) and address(es) <b>Southern Leasing Corp</b> 1055 Broadway Suite 990 Kansas City, MO 64105	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

4. This financing statement covers the following types (or items) of property

One (1) 1991 Specialty "Pizza" Concession Trailer  
S/N: 1S9TS1827MF267004. ALL COMPLETE WITH ALL  
ATTACHMENTS, ACCESSORIES, ADDITIONS AND REPLACEMENTS THERETO.

RECORD FEE 11.00  
POSTAGE .50  
5 Assignee(s) of Secured Party and Address(es) 103 71521



11/27/92  
MARY H. ROSE  
AN MD. CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Filed with: **Anne Arund - County**

**Shaw and Sons, Inc.**  
By: Ralph E. Shaw  
Signature(s) of Debtor(s)  
**Ralph E. Shaw - President**

**Southern Leasing Corp**  
By: Steph W. Arnold  
Signature(s) of Secured Party(ies)  
**Credit Manager**

ANNE ARUNDEL COUNTY  
FINANCING STATEMENT

286007

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): NB Engineering, Inc.  
Address: 2110 Priest Bridge Dr., Ste. 1  
Crofton, MD 21114

BOOK 579 PAGE 19

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: Metro Plaza One, 8401 Colesville Road  
Silver Spring, Maryland 20910  
MD-B-34-2

3. This Financing Statement covers the following types (or items) of property:  
Purchase money security interest on the equipment listed on Schedule A

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate, include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.

Products of the collateral are also covered.

Debtor(s): NB Engineering, Inc.  
BY: *Ralph S. LaBarge*  
Ralph S. LaBarge, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *David E. Klein*  
David E. Klein, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)



11.50

SCHEDULE "A"

- 1) One new, Daly 486/33C/4 Megabite, 40M HP/5 Personal Computer Workstation with Memory Upgrade to 8 Megabite, Serial #9320047; with Artist 2x1 1024x768 VGACD Circuit Board and Colorado 120 MB tape drive and Seagate 120 MB Hard Drive.
- 2) One new Hewlett Packard D11878 20", High Resolution Color Monitor, Serial #9146J06444
- 3) One new AutoCad 386/R11/5 Software Package with Mechanical layout option, Serial #110-10143449.
- 4) One new Kurta IS/1 12x17 Digitizer Pad, Serial #91092991

STATE OF MARYLAND

#4391 Red Carpet Inn  
Odenton, MD

BOOK 579 PAGE 21

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 268024  
RECORDED IN LIBER 513 FOLIO 124 ON 6/9/87 (DATE) Clk Circuit Court  
Anne Arundel County  
Annapolis, MD

1. DEBTOR

Name Fort George Associates Limited Partnership T/A Fort George Motor Inn  
Address 1630 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY

Name TELERENT LEASING CORPORATION  
Address P O Box 26627, Raleigh, NC 27611  
N Reavis  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) n/a

CHECK  FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/> <u>XF</u> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

BL  
CLERK

Dated February 28, 1992

TELERENT LEASING CORPORATION  
Nancy B. Reavis  
(Signature of Secured Party)  
Nancy B. Reavis, Adm. Asst.  
Type or Print Above Name on Above Line

1050

#4391-025 Red Carpet Inn  
Odenton, MD

STATE OF MARYLAND

BOOK 579 PAGE 22

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 269683 Clk Circuit Court  
Anne Arundel Co.,  
RECORDED IN LIBER 517 FOLIO 449 ON 9/15/87 (DATE) Annapolis, MD

1. DEBTOR

Name Fort George Associates Limited Partnership  
Address 1630 Annapolis Road, Odenton, Maryland 21113

2. SECURED PARTY

Name TELERENT LEASING CORPORATION  
Address P O Box 26627, Raleigh, NC 27611

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

10.00  
MAY 1992  
BL CLERK

Dated February 28, 1992

TELERENT LEASING CORPORATION  
Nancy B. Reavis  
(Signature of Secured Party)  
Nancy B. Reavis, Adm. Asst.  
Type or Print Above Name on Above Line

10.50

BOOK 579 PAGE 23

# NOT USED

3-27-92

UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL, RELEASE, ASSIGNMENT, ETC. — **BOOK 579 PAGE 24**

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285294

RECORDED IN LIBER 575 FOLIO 430 ON December 23, 1991 (DATE)

1. DEBTOR

Name Lois D. Randall

Address 27 Rosemary Street, Annapolis, Anne Arundel County, Maryland 21401

2. SECURED PARTY

Name Chrysler First Financial Services Corporation

Address 8600 Lasalle Road, Suite 674, Oxford Bldg.

Towson, MD 21204

Person And Address To Whom Statement Is To Be Returned  Different From Above.

3. Maturity date of obligation (if any) n/a

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> ..... <input type="checkbox"/>                  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/>                  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/>                  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/>                  (Indicate whether amendment, termination, etc.)                  TERMINATION</p>
<p style="text-align: right;">  </p>	

10-52

Dated February 6, 1992

*Victoria L. Sessions*  
 (Signature of Secured Party)

Victoria L. Sessions, Branch Manager  
 Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1 286009

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kraft General Foods, Inc.  
Address 7477 Candlewood Rd., Hanover, MD 21076

RECORD FEE 37.00  
POSTAGE .50  
#395190 LABR R02 T15:27  
03/27/92  
MARY H. ROSE  
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Lease Plan U.S.A., Inc.  
Address 180 Interstate North, Ste. 400, Atlanta, GA 30339



Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
The following described property together with all additions, attachments and replacements thereto and all leases, other chattel paper, rentals, accounts, general intangibles and other income related thereto or arising therefrom and all proceeds thereof: Various over-the-road tractors, trucks, trailers, forklifts and lift trucks, as more fully described on attached Schedule A annexed to and made a part of this UCC Financing Statement.

Name and address of Assignee  
The CIT Group/Equipment Financing, Inc.  
2877 Brandywine Road Suite 300  
Atlanta, GA 30341

1014056-11 2125

Not subject to recordation taxes - filed to publicise a lease of goods - does not create a security interest.  
Filed with Anne Arundel Co., MD

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RETURN TO:  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2999  
Springfield, Illinois 62708

KRAFT GENERAL FOODS, INC.  
(Signature of Debtor)  
*Donna Gruzalski*  
Type or Print Above Name on Above Line  
Donna Gruzalski, Operations Assistant  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

(Signature of Secured Party)  
*[Signature]*  
LEASE PLAN U.S.A., INC.  
Type or Print Above Signature on Above Line

37<sup>00</sup>



Location	Unit #	MFR	Equipment Description	Lessor Unit Cost	Equipment Group	Total District
Dallas	3886	IHC	8200 6x4 Tractor	\$49,938	IISHGASR7NH403677	I
Dallas	3887	IHC	8200 6x4 Tractor	\$49,938	IISHGASR9NH403678	I
Dallas	3888	IHC	8200 6x4 Tractor	\$49,938	IISHGASRONH1403679	I
Dallas	3889	IHC	8200 6x4 Tractor	\$49,938	IISHGASR7NH403680	I
Dallas	3890	IHC	8200 6x4 Tractor	\$49,938	IISHGASR9NH403681	I
Dallas	3891	IHC	4900 4x2 Truck	\$57,501	IHTSDNSN7NH403682	II
Dallas	3892	IHC	4900 4x2 Truck	\$58,441	IHTSDNSN9NH403683	II
Dallas	3893	IHC	8100 4x2 Tractor	\$41,369	IHSBBAZN7NH403684	I
Dallas	3894	IHC	8100 4x2 Tractor	\$41,369	IHSBBAZN9NH403685	I
Dallas	3904	GRTD	45' Trailer	\$61,075	IGRAA9021MB141201	III
Dallas	3905	GRTD	45' Trailer	\$61,075	IGRAA9023MB141202	III
Dallas	3906	GRTD	45' Trailer	\$61,075	IGRAA9025MB141203	III
Dallas	3907	GRTD	45' Trailer	\$61,075	IGRAA9027MB141204	III
Dallas	3908	GRTD	45' Trailer	\$61,075	IGRAA9029MB141205	III
Dallas	3909	KIDR	28' Trailer	\$24,697	1K911314N2054996	III
Dallas	3910	KIDR	28' Trailer	\$24,697	1K911316N2054997	III
Dallas	3911	KIDR	28' Trailer	\$24,697	1K911318N2054998	III
Dallas	4021	IHC	8200 6x4 Tractor	\$49,938	IISHGASR5NH411521	I
Dallas	4022	KIDR	28' Trailer	\$43,858	1K911310N2054002	III
Dallas	4023	KIDR	28' Trailer	\$43,858	1K911312N2054003	III
Dallas	4024	GRTD	36' Trailer	\$53,335	IGRAA7229NB042001	III
Dallas	4025	GRTD	36' Trailer	\$53,335	IGRAA7220NB042002	III
Dallas	4026	SLVR	Converter Dolly	\$6,401	1U3JA8010NAM10105	III
Dallas	4027	SLVR	Converter Dolly	\$6,401	1U3JA8012NAM10106	III
Houston	3971	WGMC	WG64T Tractor	\$51,669	4V1JDBMEZNR814200	I
Houston	3972	UTIL	36' Trailer	\$46,858	1UYVS2366NM659701	III
Houston	3973	UTIL	45' Trailer	\$50,521	1UYVS2454NM658701	III
Los Angeles	3974	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90LSNVA00836	I
Los Angeles	3975	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L7NVA00837	I
Los Angeles	3976	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L9NVA00838	I
Los Angeles	3977	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L0NVA00839	I
Los Angeles	3978	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90LSNVA01260	I
Los Angeles	3979	FORD	LN9000 4x2 Tractor	\$50,127	1FTYR90L7NVA01261	I
Los Angeles	3980	KIDR	28'x13'0" Trailer	\$43,214	1K91131XN2054002	III
Los Angeles	3981	KIDR	28'x13'0" Trailer	\$43,214	1K911311N2054003	III
Los Angeles	3982	KIDR	28'x13'0" Trailer	\$43,214	1K911313N2054004	III
Los Angeles	3983	KIDR	28'x13'0" Trailer	\$43,214	1K911315N2054005	III
Los Angeles	3984	KIDR	28'x13'0" Trailer	\$43,214	1K911317N2054006	III
Los Angeles	3985	KIDR	28'x13'0" Trailer	\$43,214	1K911319N2054007	III
Los Angeles	3986	KIDR	28'x13'0" Trailer	\$43,214	1K911310N2054008	III
Los Angeles	3987	KIDR	28'x13'0" Trailer	\$43,214	1K911319N2054009	III
No. Bergen	3988	WGMC	WG64T Tractor	\$55,358	4V1JDBME2NR814195	I
No. Bergen	3989	WGMC	WG64T Tractor	\$55,358	4V1JDBME4NR814196	I
No. Bergen	3990	WGMC	WG64T Tractor	\$55,358	4V1JDBME6NR814197	I
No. Bergen	3991	WGMC	WG64T Tractor	\$55,358	4V1JDBME8NR814198	I
No. Bergen	3992	UTIL	45' Trailer	\$53,424	1UYVS2458NM658801	III
No. Bergen	3993	UTIL	45' Trailer	\$53,424	1UYVS245XNM658802	III
No. Bergen	3994	UTIL	45' Trailer	\$53,424	1UYVS2451NM658803	III
No. Bergen	3995	UTIL	45' Trailer	\$53,424	1UYVS2453NM658804	III
Ocala	3895	IHC	8200 4x2 Tractor	\$44,882	IHSHEASN408229	I
Ocala	3896	IHC	8100 4x2 Tractor	\$40,261	IHSIBBENXNH408230	I
Ocala	3897	IHC	8100 4x2 Tractor	\$40,261	IHSIBBEN1NH408231	I
Ocala	3898	IHC	8100 4x2 Tractor	\$40,261	IHSIBBEN3NH408232	I
Ocala	3899	KIDR	28' Trailer	\$41,874	1K911317N2054989	III
Ocala	3900	KIDR	28' Trailer	\$41,874	1K911313N2054990	III
Ocala	3901	KIDR	36' Trailer	\$46,659	1K9111721N2054991	III
Ocala	3902	KIDR	36' Trailer	\$46,659	1K9111723N2054992	III
Oklahoma	3996	UTIL	36' Trailer	\$48,469	1UYVS2363NM660501	III
Oklahoma	3997	SLVR	Converter Dolly	\$6,551	1U3JA8013NAM10101	III
Paducah	3998	FORD	LN9000 4x2 Tractor	\$49,941	1FTYR90L9NVA01259	I
Paducah	3999	KIDR	28'x13'6" Trailer	\$42,538	1K911318N1054022	III
Paducah	4000	KIDR	28'x13'6" Trailer	\$42,538	1K91131XN1054023	III
Paducah	4001	KIDR	28'x13'6" Trailer	\$42,538	1K911311N1054024	III
Paducah	4002	UTIL	45' Trailer	\$50,460	1UYVS2458NM569401	III
Rky Mt., NC	4003	FORD	LN9000 4x2 Tractor	\$43,532	1FTYR90L6NVA01266	I
Rky Mt., NC	4004	FORD	LN9000 4x2 Tractor	\$43,532	1FTYR90L8NVA01267	I
Rky Mt., NC	4005	UTIL	36' Trailer	\$46,954	1UYVS2362NM659601	III
Seattle	4006	FORD	LN9000 4x2 260HP	\$40,522	1FTYR90L2MVA36028	I
Seattle	4007	FORD	LN9000 4x2 260HP	\$40,522	1FTYR90L0MVA36029	I
Seattle	4008	FORD	LN9000 4x2 260HP	\$40,522	1FTYR90L0MVA36030	I
Seattle	4009	KIDR	32'x12'6" Trailer	\$47,250	1K9113225N1054100	III
Seattle	4010	KIDR	32'x12'6" Trailer	\$47,250	1K9113227N1054051	III
Seattle	4011	KIDR	32'x12'6" Trailer	\$47,250	1K9113227N1054082	III
Seattle	4012	KIDR	32'x12'6" Trailer	\$47,250	1K911152XN1054030	III
Seattle	4013	KIDR	32'x12'6" Trailer	\$47,250	1K9113227N1054101	III
Seattle	4014	SLVR	Converter Dolly	\$6,176	1U3JA8015NAM10102	III
Seattle	4015	SLVR	Converter Dolly	\$6,176	1U3JA8017NAM10103	III
Seattle	4016	FORD	LN9000 4x2 260HP	\$40,522	1FTYR90L2MVA36031	I
Seattle	4017	FORD	LN9000 4x2 310HP	\$43,769	1FTYR90L5MVA01274	I
Seattle	4018	FORD	LN9000 4x2 Truck	\$63,636	1FSXR90L8MVA37403	II
Seattle	4019	FORD	LN9000 6x4 Truck	\$75,720	1FDYW90L4MVA38447	II
Seattle	4020	FORD	LN9000 6x4 Truck	\$75,720	1FSYW90L8MVA38449	II
<b>Total Schedule Cost:</b>						<b>\$7,088,869</b>

Schedule A  
 Annexed to and made a part of a  
 UCC-1 Financing Statement  
 among Kraft General Foods, Inc., as Lessee,  
 Lease Plan U.S.A., Inc. as Lessor and  
 The CIT Group/Equipment Financing, Inc. as Assignee  
 (con't)

91-J

<u>No. Items</u>	<u>Manufacturer</u>	<u>Year/Model</u>	<u>Vehicle ID No.</u>	<u>Unit No.</u>
1	WHITE GMC	1992/W1A64T	4V1WDBRF1HH646990	6316G
1	WHITE GMC	1992/W1A64T	4V1WDBRF3HH646999	6317G
1	WHITE GMC	1992/W1A64T	4V1WDBRF4HH647000	6318G
1	WHITE GMC	1992/W1A64T	4V1WDBRF6HH647001	6319G
1	WHITE GMC	1992/W1A64T	4V1WDBRF9HH646991	63090
1	WHITE GMC	1992/W1A64T	4V1WDBRF0HH646992	63100
1	WHITE GMC	1992/W1A64T	4V1WDBRF2HH646993	63110
1	WHITE GMC	1992/W1A64T	4V1WDBRF4HH646994	63120
1	WHITE GMC	1992/W1A64T	4V1WDBRF6HH646995	63130
1	WHITE GMC	1992/W1A64T	4V1WDBRF8HH646996	63140
1	WHITE GMC	1992/W1A64T	4V1WDBRFXHH646997	63150
1	WHITE GMC	1992/W1A64T	4V1WDBRF0HH647009	6327S
1	WHITE GMC	1992/W1A64T	4V1WDBRF7HH647010	6328S
1	WHITE GMC	1992/W1A64T	4V1WDBRF9HH647011	6329S
1	WHITE GMC	1992/W1A64T	4V1WDBRF0HH647012	6330S
1	WHITE GMC	1992/W1A64T	4V1WDBRG1HH647013	6301B
1	WHITE GMC	1992/W1A64T	4V1WDBRG3HH647014	6302B
1	WHITE GMC	1992/W1A64T	4V1WDBRG5HH647015	6303B
1	WHITE GMC	1992/W1A64T	4V1WDBRF0HH647002	6320L
1	WHITE GMC	1992/W1A64T	4V1WDBRFXHH647003	6321L
1	WHITE GMC	1992/W1A64T	4V1WDBRF1HH647004	6322L
1	WHITE GMC	1992/W1A64T	4V1WDBRF3HH647005	6323L
1	WHITE GMC	1992/W1A64T	4V1WDBRF5HH647006	6324L
1	WHITE GMC	1992/W1A64T	4V1WDBRF7HH647007	6325L
1	WHITE GMC	1992/W1A64T	4V1WDBRF9HH647008	6326L
1	WHITE GMC	1992/W1A64T	4V1WDBRF5HH646906	6304C
1	WHITE GMC	1992/W1A64T	4V1WDBRF7HH646907	6305C
1	WHITE GMC	1992/W1A64T	4V1WDBRF9HH646908	6306C
1	WHITE GMC	1992/W1A64T	4V1WDBRF0HH646909	6307C
1	WHITE GMC	1992/W1A64T	4V1WDBRF7HH646990	6308C

A:\EXAPURSA.S

Schedule A

BOOK 579 PAGE 29

Annexed to and made a part of a  
 UCC-1 Financing Statement  
 among Kraft General Foods, Inc., as Lessee,  
 Lease Plan U.S.A., Inc. as Lessor and  
 The CIT Group/Equipment Financing, Inc. as Assignee  
 (con't)

91-5

MANUFACTURE	MODEL	YEAR	SERIAL NUMBER	UNIT NUMBER
NAVISTAR	2375	1989	111S2DOB11KH668719	
NAVISTAR	2375	1989	111S2DOB1XKH1668721	
NAVISTAR	2375	1989	111S2DOB11KH668722	
NAVISTAR	2375	1989	111S2DGBR3KH1668723	
NAVISTAR	2275	1989	111S7AO21R3KH1666452	
NAVISTAR	2275	1989	111S7AG21R5KH1666453	
NAVISTAR	2275	1989	111S7AO2R7KH1666454	
NAVISTAR	2275	1989	111S7AO21R9KH1666455	
NAVISTAR	R100	1990	111S11DGFR0LH252992	
NAVISTAR	B100	1990	111S11DGFRXLH252993	
NAVISTAR	B100	1990	111S11DOFR1LH252994	
NAVISTAR	F8300	1990	111S11KO2R5LH254169	

Schedule A

Annexed to and made a part of a  
 UCC-1 Financing Statement  
 among Kraft General Foods, Inc., as Lessee,  
 Lease Plan U.S.A., Inc. as Lessor and  
 The CIT Group/Equipment Financing, Inc. as Assignee  
 (con't)

91-6

<u>No. Items</u>	<u>Manufacturer</u>	<u>Year/Model</u>	<u>Vehicle ID No.</u>	<u>Unit No.</u>
1	Utility	1992 2000R	1UYVS2483NU714301	4120
1	Utility	1992 2000R	1UYVS2485NU714302	4121
1	Utility	1992 2000R	1UYVS2487NU714303	4122
1	Utility	1992 2000R	1UYVS2489NU714304	4123
1	Utility	1992 2000R	1UYVS2480NU714305	4124
1	Utility	1992 2000R	1UYVS2482NU714306	4125
1	Utility	1992 2000R	1UYVS2484NU714307	4126
1	Utility	1992 2000R	1UYVS2486NU714308	4127
1	Utility	1992 2000R	1UYVS2488NU714309	4128
1	Utility	1992 2000R	1UYVS2484NU714310	4129
1	Utility	1992 2000R	1UYVS2486NU714311	4130
1	Utility	1992 2000R	1UYVS2488NU714312	4131
1	Utility	1992 2000R	1UYVS248XNU714313	4132
1	Utility	1992 2000R	1UYVS2481NU714314	4133
1	Utility	1992 2000R	1UYVS2483NU714315	4134
1	Utility	1992 2000R	1UYVS2485NU714316	4135
1	Utility	1992 2000R	1UYVS2487NU714317	4136
1	Utility	1992 2000R	1UYVS2489NU714318	4137
1	Utility	1992 2000R	1UYVS2480NU714319	4138
1	Utility	1992 2000R	1UYVS2487NU714320	4139
1	Utility	1992 2000R	1UYVS2489NU714321	4140
1	Utility	1992 2000R	1UYVS2480NU714322	4141
1	Utility	1992 2000R	1UYVS2482NU714323	4142
1	Utility	1992 2000R	1UYVS2484NU714324	4143
1	Utility	1992 2000R	1UYVS2486NU714325	4144
1	Utility	1992 2000R	1UYVS2533NU714401	4145
1	Utility	1992 2000R	1UYVS2535NU714402	4146
1	Utility	1992 2000R	1UYVS2537NU714403	4147
1	Utility	1992 2000R	1UYVS2539NU714404	4148
1	Utility	1992 2000R	1UYVS2530NU714405	4149
1	Utility	1992 2000R	1UYVS2532NU714406	4150
1	Utility	1992 2000R	1UYVS2534NU714407	4151
1	Utility	1992 2000R	1UYVS2536NU714408	4152

'92 03/20 17:21

4046187399

Lease Plan, USA

02

EQUIPMENT LIST: SCHEDULE 91-7

DISTRICT	EQUIPMENT TYPE	MODEL #	SERIAL #	LESSOR COST		RENT 1-72	RENT 73-96
Albuquerque	SERIES RR RIDER REACH TRUCK	45RRTT300	1A113502	21,797.50	11/04	313.23	242.61
Albuquerque	.	.	1A113513	21,797.50	11/04	313.23	242.61
Albuquerque	.	.	1A113518	21,797.50	11/04	313.23	242.61
Albuquerque	.	.	1A113484	21,797.50	11/04	313.23	242.61
Albuquerque	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT270	1A113774	16,750.00	11/04	240.70	186.43
Albuquerque	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT270	1A114438	16,870.00	11/04	242.42	187.76
Garland	SERIES RR RIDER REACH TRUCK	45RRTT270	1A112805	23,553.65	11/04	338.47	262.15
Hanover	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT240	1A114945	15,205.11	12/04	218.50	169.23
L.A.	SERIES RR RIDER REACH TRUCK	45RRTT210	1A113426	23,245.40	11/04	334.04	258.72
L.A.	.	.	1A113418	23,245.40	11/04	334.04	258.72
Rochester	SERIES RR RIDER REACH TRUCK	35RRTT198	1A110027	22,234.30	11/04	318.51	247.47
Santa Ana	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT240	1A114561	16,474.00	11/04	236.73	183.36
Santa Ana	SERIES RR RIDER REACH TRUCK	45RRTT300	1A115312	23,129.56	12/04	332.37	257.43
Santa Ana	.	.	1A115313	23,129.56	12/04	332.37	257.43
Santa Ana	SERIES RR RIDER REACH TRUCK	45RRTT270	1A115207	23,262.56	12/04	334.57	259.13
Santa Ana	.	.	1A115228	23,262.56	12/04	334.57	259.13
Santa Ana	SERIES RR RIDER REACH TRUCK	45RRTT300	1A115303	22,941.55	12/04	329.67	255.34
Santa Ana	SERIES RR RIDER REACH TRUCK	45RRTT270	1A115274	22,941.55	12/04	329.67	255.34
Tampa	SERIES RR RIDER REACH TRUCK	45RRTT270	1A112920	21,584.16	11/04	310.16	240.23
Tampa	.	.	1A112924	21,584.16	11/04	310.16	240.23
Tampa	.	.	1A112915	21,584.16	11/04	310.16	240.23
Clearfield	.	.	45RRTT270	1A107612	11/04	336.15	260.36
Hanover	.	.	35RRTT264	1A115964	12/04	313.19	242.58
Savage	.	.	45RRTT321	1A115881	12/04	312.64	242.15
Savage	.	.	45RRTT321	1A115928	12/04	312.64	242.15
Norcross	.	.	45RRTT300	1A115952	12/31	308.98	239.31
Norcross	.	.	45RRTT300	1A115945	12/31	308.98	239.31
Norcross	.	.	45RRTT300	1A115978	12/31	308.98	239.31
Norcross	.	.	45RRTT300	1A115936	12/31	308.98	239.31
Norcross	.	.	45RRTT300	1A115941	12/31	308.98	239.31
Norcross	SERIES SP42 STOCKPICKER LIFT TRUCK	30SP42TT270	1A116011	16,527.14	12/31	237.50	183.95
Norcross	.	.	30SP42TT270	1A116029	12/31	237.50	183.95
Norcross	.	.	45RRTT232	1A115761	12/04	315.27	244.19
Paducah	SERIES RR RIDER REACH TRUCK	45RRTT232	1A115761	21,939.60	12/04	306.78	237.61
Peabody	.	.	45RRTT240	1A113948	12/31	306.78	237.61
Peabody	.	.	.	1A113953	12/31	306.78	237.61
Peabody	.	.	.	1A113949	12/31	306.78	237.61
Peabody	.	.	.	1A113983	12/31	306.78	237.61
Peabody	.	.	.	1A113987	12/31	306.78	237.61
Peabody	.	.	.	1A113989	12/31	306.78	237.61
Rochester	.	.	35RCTT190	1A114238	11/04	338.12	261.88
Santa Ana	.	.	35SCTT190	1A116035	12/31	394.47	305.53
Total Schedule 91-7 Equipment				\$875,984		\$12,624.05	\$9,777.71

ATTACHMENT 'A'

Attachment to Certificate of Acceptance

BOOK 579 PAGE 32

Schedule #91-8 dated 11/4/91

DISTRICT	EQUIPMENT TYPE	MODEL #	SERIAL #	LESSOR'S COST
Albuquerque	SERIES PE END CONTROL PALLET RIDER TRUCK	60PE27X48	6A108230	4,983.48
Albuquerque	.		6A108231	4,983.45
Albuquerque	.		6A108232	4,983.46
Albuquerque	.	80PE28X96	6A108185	5,236.23
Albuquerque	.		6A108186	5,236.23
Albuquerque	.		6A108187	5,236.23
Albuquerque	.		6A108188	5,236.23
Albuquerque	.		6A108189	5,236.24
Albuquerque	.		6A108190	5,236.24
Albuquerque	.		6A108191	5,236.24
Albuquerque	.		6A108192	5,236.24
Albuquerque	.		6A108211	5,236.24
Bensenville	.	80PE28X96	6A106791	5,651.57
Bensenville	.		6A106792	5,651.57
Bensenville	.		6A106793	5,651.57
Bensenville	.		6A106794	5,651.57
Bensenville	.		6A106795	5,651.57
Bensenville	.		6A106796	5,651.57
Bensenville	.		6A106798	5,651.57
Bensenville	.		6A106799	5,651.57
Bensenville	.		6A106800	5,651.57
Bensenville	.		6A106801	5,651.56
Bensenville	.		6A106802	5,651.56
Bensenville	.		6A106803	5,651.56
Bensenville	.	60PE28X93	6A106189	5,722.56
Bensenville	.		6A106190	5,722.58
Bensenville	.		6A106191	5,722.59
Bensenville	.	60PE28X96	6A100905	5,876.65
Bensenville	.	80PE28X96	6A106347	6,015.47
Bensenville	.		6A106348	6,015.47
Bensenville	.		6A106349	6,015.47
Bensenville	.		6A106350	6,015.47
Bensenville	.		6A106351	6,015.46
Bensenville	.		6A106352	6,015.46
Bensenville	.		6A106353	6,015.46
Bensenville	.		6A106354	6,015.47
Bensenville	.		6A106355	6,015.47
Bensenville	.		6A106356	6,015.47
Bensenville	.		6A106357	6,015.47
Bensenville	.		6A106358	6,015.47
Bensenville	.		6A106359	6,015.47
Bensenville	.		6A106360	6,015.47
Bensenville	.		6A106361	6,015.47
Bensenville	.	80PE28X96	6A107355	6,112.05
Bensenville	.		6A107358	6,112.05
Bensenville	.	60PE27X48	6A108348	5,223.28
Charlotte	.		6A108347	5,223.29
Garland	.	80PE28X93	6A104619	5,731.19

Garland	.		6A105885	5,731.19	
Garland	.		6A105886	5,731.20	
Garland	.	80PE28X96	6A107357	6,071.86	
L.A.	.	60PE27X48	6A108014	5,359.13	
L.A.	.		6A108015	5,359.13	
L.A.	.		6A108016	5,359.14	
Phoenix	.	80PE28X96	6A107986	5,258.43	
Phoenix	.		6A107987	5,258.44	
Phoenix	.		6A107988	5,258.44	
Phoenix	.		6A107989	5,258.44	
Phoenix	.		6A107990	5,258.44	
Phoenix	.		6A107991	5,258.44	
Phoenix	.		6A107992	5,258.44	
Phoenix	.		6A107993	5,258.44	
Phoenix	.		6A107994	5,258.44	
Phoenix	.		6A107995	5,258.44	
Phoenix	.		6A107996	5,258.44	
Phoenix	.		6A107997	5,258.44	
Phoenix	.		6A107998	5,258.43	
Phoenix	.		6A107999	5,258.43	
Phoenix	.		6A108000	5,258.43	
Phoenix	.		6A108001	5,258.43	
Phoenix	.		6A108002	5,258.43	
Phoenix	.		6A108003	5,258.43	
Phoenix	.		6A108004	5,258.43	
Phoenix	.		6A108005	5,258.43	
Phoenix	.		6A108006	5,258.43	
Phoenix	.		6A108007	5,258.43	
Phoenix	.		6A108008	5,258.43	
Phoenix	.		6A108009	5,258.43	
Phoenix	.		6A108010	5,258.43	
Renton	.	SERIES GP GENERAL PURPOSE WALKEE (SIMILAR TO PE BUT NON RIDING)	40GPW27X48	7A104390	3,120.00
Renton	.	SERIES PE END CONTROL PALLET RIDER TRUCK	60PE27X48	6A108233	5,140.55
Renton	.			6A108234	5,140.55
Renton	.			6A108235	5,140.56
Rochester	.		60PE27X48	6A108348	5,338.61
Rochester	.			6A108349	5,338.61
Santa Ana	.		60PE27X48	6A109039	5,362.87
Santa Ana	.			6A109040	5,362.87
Santa Ana	.			6A109041	5,362.87
Santa Ana	.		80PE28X96	6A109049	5,645.62
Santa Ana	.			6A109050	5,645.62
Santa Ana	.			6A109051	5,645.62
Santa Ana	.			6A109052	5,645.62
Total units:	92				504536.04

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.  
W. G. L. Co. FORM 0-9352A

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
 File Number of original Financing Statement Liber 536 Folio 149  
 Date of Filing 12.30/88  
 Record Reference .....

1. Debtor(s) { Name or Names—Print or Type Joseph R & Heidi A Brotherton  
 Address—Street No. 1505 Kingsway Drive, Gambrills Md, 21054  
 City - County State Zip Code
2. Secured Party { Name or Names—Print or Type Washington Gas Light Company  
 Address—Street No. 1100 H Street, N.W., Washington, D.C. 20005  
 City - County State Zip Code
3. Maturity Date (if any) .....

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

Debtor (s) or assignor (s)

(Type or print name under signature)

Washington Gas Light Company (SEAL)  
(Corporate, Trade or Firm Name)

*J.S. Anderson*  
 Signature of Secured Party or Assignee  
 J.S. Anderson, Supervisor  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

MAIL TO: Capitol Title Insurance Agency, Inc.  
 2200 Defense Highway, Suite 300  
 Crofton, Maryland 21114



Statement of Continuation, Termination, Assignment, Amendment or Release Under Uniform Commercial Code

This Statement is presented to a Filing Officer for filing pursuant to Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 257098 recorded in Liber 486, Folio 254 on June 19, 1985 (date)

1. DEBTOR(S):

Name(s): Eastern Imports
Address(es): 159 Main Street
Annapolis, Md. 21401

2. SECURED PARTY:

Name: First Annapolis Savings Bank FSB successor to First Federal Savings and Loan Association of Annapolis
Address: 2024 West Street
Annapolis, Md. 21401

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)

- 3. ( ) CONTINUATION. The original Financing Statement referred to above is still effective.
4. (X) TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5. ( ) ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6. ( ) AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7. ( ) RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

RECORD FEE 10.00
POSTAGE .50
#396160 CASH R02 110435
01/30/92
MARY H. ROSE
AA CO. CIRCUIT COURT

9. DEBTOR: Eastern Imports

Henry R. Buser, President
Amy R. Buser
135 Conduit
Annapolis, Md. 21401

SECURED PARTY:

First Federal Savings and Loan Association of Annapolis
By Elizabeth S. Hilbert
Elizabeth S. Hilbert, Asst. Vice President
(Type Name and Title)

10-20

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 281553 recorded in  
Liber 558, Folio 410 on 7/23/90 at Anne Arundel County, Md.

1. DEBTOR(S):  
 Name(s) Atlantic Utilities, Inc.  
 Address(es) 8174 Ritchie Highway  
 Pasadena, Maryland 21122

2. SECURED PARTY:  
 Name Maryland National Bank  
 10 Light Street, 021901  
 Address Construction Finance Unit  
 Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

RECORD FEE 10.00  
POSTAGE .50  
0341640 C243 R01 T15:08  
03/30/92  
MARY M. ROSE  
CIRCUIT COURT

9. SIGNATURES.

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\_\_\_\_\_  
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DEBTOR(S)

SECURED PARTY

Maryland National Bank  
By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer  
(Type, Name and Title)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

10)

EXHIBIT A

Being known and designated as Lot No. 56 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 56 - 304 Nature Walk Lane

Being known and designated as Lot No. 85C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 85C - 8005 Helonias Court

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 281554 recorded in  
Liber 558, Folio 414 on 7/23/90 at Anne Arundel County, Md.  
Date Location

1. DEBTOR(S):  
Name(s) Mandrin Construction Co., Inc.  
8174 Ritchie Highway  
Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:  
Name Maryland National Bank  
10 Light Street, 021901  
Address Construction Finance Unit  
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.  
Exhibit A attached and made a part hereof.

RECORD FEE 10.00  
POSTAGE .50  
341630 8563 RD1 115:07  
03/30/92  
ROSE  
CIRCUIT COURT

9. SIGNATURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY

Maryland National Bank  
By Jennifer L. Mertaugh  
Jennifer L. Mertaugh, Construction Fin. Officer  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

105

EXHIBIT A

Being known and designated as Lot No. 56 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 56 - 304 Nature Walk Lane

Being known and designated as Lot No. 85C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 85C - 8005 Helonias Court

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 280158 recorded in  
Liber 552, Folio 514 on 3/2/90 at Anne Arundel County, Md.  
Date Location

1. DEBTOR(S):  
 Name(s) Atlantic Utilities  
8174 Ritchie Highway  
 Address(es) Pasadena, Maryland 21122

2. SECURED PARTY:  
 Name Maryland National Bank  
10 Light Street, 021901  
 Address Construction Finance Unit  
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial ~~or Full~~) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.  
See Exhibit A attached and made a part hereof.

RECORD FEE 10.00  
POSTAGE .50  
#741620 0263 R01 115:07  
03/30/92  
MARY M. ROSE  
CIRCUIT COURT

9. SIGNATURES.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY  
MARYLAND NATIONAL BANK  
 By Jennifer L. Mertaugh  
Jennifer L. Mertaugh, Construction Fin. Officer  
 (Type, Name and Title)

DEBTOR(S)  
 (Necessary only if Item 6 is applicable)  
 Type name of each signature and if Company,  
 type name of Company and Name and Title of  
 Authorized Signer.

105

EXHIBIT A

BOOK 579 PAGE 41

Being known and designated as Lot No. 56 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 56 - 304 Nature Walk Lane

Being known and designated as Lot No. 85C as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 85C - 8005 Helonias Court

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Benjamin V. Catterton Jr Robert S. Catterton Shady Side Market  
 Address 1481 Snug Harbor Rd Shady Side MD 20764

2. SECURED PARTY

Name Major Video Concepts, Inc  
 Address P.O. Box 15668  
Richmond, VA 23227-5668

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

All inventory of the Debtor distributed by the Secured Party, including, without limitation, all prerecorded video tapes, video discs, blank video cassettes, and video accessories, whether now or at any time hereafter, owned by or in the custody or possession, and all accession, additions, replacements and substitutions thereof, and all proceeds arising from the sale or disposition of any such inventory, including, without limitation, any accounts, contract rights, chattel paper, deposit products, warehouse receipts, certificates of deposit, money or any other evidences of payment, any returns thereon, and insurance proceeds thereon.

<small>Name and address of Assessor</small>	
<u>N/A</u>	<u>RECORD FEE 13.00</u>
	<u>POSTAGE .50</u>
	<u>#342500 0263 R01 T14:19</u>
	<u>03/31/92</u>

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

137  
g

Benjamin V. Catterton Jr  
 (Signature of Debtor)

Benjamin V. Catterton Jr  
 Type or Print Above Name on Above Line

Robert S. Catterton  
 (Signature of Debtor)

Robert S. Catterton  
 Type or Print Above Signature on Above Line

R.E. Mitchell Jr /sn  
 (Signature of Secured Party)

R.E. Mitchell Jr /sn  
 Type or Print Above Signature on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT BOOK 579 PAGE 43  
FORM UCC-1

286011

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 0

If this statement is to be recorded in land records check here.

This financing statement Dated March 25, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Delight Menu  
Address 10 Alco Place Brooklyn, MD 21227

2. SECURED PARTY

Name HOBART CORPORATION  
Address Executive Offices  
Troy, OH 45374

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One(1) 180-P Berkel Slicer

RECORD FEE 11.00

#342510 0263 R01 T14:20

03/31/92

CONDITIONAL SALES CONTRACT  
Secured Party is Seller

MARY M. ROSE

Clerk of Circuit Court, Annapolis #259961 N

AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C. Lennett Francis  
Attorney in Fact  
(Signature of Debtor)  
C. Lennett Francis

Delight Menu  
Type or Print Above Name on Above Line

C. Lennett Francis  
Attorney in Fact  
(Signature of Debtor)  
C. Lennett Francis

Delight Menu  
Type or Print Above Signature on Above Line

HOBART CORPORATION

(Signature of Secured Party)

Janice E. Lassiter  
Type or Print Above Signature on Above Line  
Janice E. Lassiter

This <b>STATEMENT</b> is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Control Resource Systems, Inc. 670 Mariner Drive Michigan City, IN 46360	2. Secured Party(ies) and address(es) LaSalle National Bank 120 South LaSalle Street Chicago, IL 60603 Attn: ABL Dept. (L-509)	For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #397370 CNBP R02 1144/92 01/31/93 MARY H. ROSE AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>Liber 546 Folio 85</u> <u>Anne Arundel Cty. Maryland</u>		
Filed with _____ Date Filed <u>09/18/89</u> 19 <u>89</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

CONTROL RESOURCE SYSTEMS, INC. <sup>1013590-110 9512</sup> No. of additional Sheets presented: \_\_\_\_\_  
LASALLE NATIONAL BANK  
 By: \_\_\_\_\_ MAR 12 1992 By: Phil Banka, JR  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

FILING FEE \$ \_\_\_\_\_  
 Please Return To:  
**LEXIS®**  
 DOCUMENT SERVICES  
 P.O. BOX 2969  
 Springfield, Illinois 62708  
 THANK YOU

286012

BOOK 579 PAGE 45

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor (See Name, First and address) <b>Mercantile Safe Deposit &amp; Trust Company</b> 742 Old Hammonds Ferry Road Linthicum, MD 21090 Heights	2. Secured Party (See Name and address) <b>COMDISCO, INC.</b> 6111 North River Road Rosemont, IL 60018 SL50733
--	--

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 117.00  
POSTAGE .50  
#197389 CHRG ROD T14424  
03/31/92  
MARY H. ROSE  
AA CO. CIRCUIT COURT

4 This financing statement covers the following types (or items) of property **COMDISCO, INC. is the LESSOR and Mercantile Safe Deposit & Trust Company is the LESSEE** subject to the terms and conditions of Equipment Schedule No. 41 dated November 26, 1991 and Master Lease Agreement Dated March 7, 1983 for the following equipment:

~~XX~~

Please see attached

This filing is for notice purposes only to evidence a true lease. No recordation tax applicable., due to 12108k #5

1013712-12 1191

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with

Anne Arundel County Clerk-MD

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented:

Mercantile Safe Deposit & Trust Company

COMDISCO, INC.

By Kenneth E. Lumpkin

Vice Pres.

By Janet Frantz

Contract Analyst

By ~~XX~~ **LESSEE**

Title

By ~~XX~~ **LESSOR**

Title

STANDARD FORM - FORM UCC-1.

117 50

## EXHIBIT A

EQUIPMENT SCHEDULE NO. 41

DATED AS OF November 26, 1991

TO MASTER LEASE AGREEMENT DATED AS OF March 7, 1983 ("Master Lease")

LESSEE: MERCANTILE-SAFE DEPOSIT & TRUST  
COMPANY

LESSOR: COMDISCO, INC.

Address for Legal Notices:MERCANTILE-SAFE DEPOSIT & TRUST COMPANY  
742 Old Hammond Ferry Road  
Linthicum, MD 21090

Attn: Corporate Secretary

Address for All Notices:6111 North River Road  
Rosemont, Illinois 60018Attn: Operations Contract  
AdministrationAddress for Administrative Correspondence:MERCANTILE-SAFE DEPOSIT & TRUST COMPANY  
742 Old Hammond Ferry Road  
Linthicum, MD 21090

Attn: Mr. Kenneth Lumpkin

Phone: (301)347-8173

Address for Invoices:MERCANTILE-SAFE DEPOSIT & TRUST COMPANY  
742 Old Hammond Ferry Road  
Linthicum, MD 21090Attn: Mr. Kenneth Lumpkin  
Phone: (301)347-8173Location of Equipment:MERCANTILE-SAFE DEPOSIT & TRUST COMPANY  
742 Old Hammond Ferry Road  
Linthicum, MD 21090Attn: Mr. Kenneth Lumpkin  
Phone: (301)347-8173Lessee Reference No:Initial Term: 36 MONTHSTOTAL  
MONTHLY RENT:EQUIPMENT (as defined below):

<u>Item</u> <u>No.</u>	<u>Qty</u>	<u>Mfg</u>	<u>Machine</u> <u>Type</u>	<u>Model/</u> <u>Feature</u>	<u>Description</u>	<u>Serial</u> <u>Number</u>
1.	438	IBM	3472	HC3 (438)9131 (438)9201	INFOWINDOW 14 INCH COLOR VIDEO ENHANCED KEYBOARD TILT/SWIVEL STAND	

Please see attached Invoices for serial numbers.

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC  
6111 N RIVER RD  
ROSEMONT IL 60018

INSTALLED AT ADDRESS  
COMDISCO INC  
MERCANTILE SAFE DEPOSIT &  
TRUST CO  
BANKING DIV  
742 OLD HAMMONDS  
FERRY RD  
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFK21			3GPNBY	12/30/91	12/29/94	1
1	3472 CFK24			3GPNBZ	12/30/91	12/29/94	1
1	3472 CFK22			3GPNCB	12/30/91	12/29/94	1
1	3472 CFK07			3GPNCC	12/30/91	12/29/94	1
1	3472 CFK08			3GPNCD	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

E331 (E) 10/91

*Details  
12/31/91*

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247  
**ATTACHMENT A**

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472	CFK11		3GPNCF	12/30/91	12/29/94	1
1	3472	CFK17		3GPNCG	12/30/91	12/29/94	1
1	3472	CFK04		3GPNCH	12/30/91	12/29/94	1
1	3472	CFK10		3GPNCJ	12/30/91	12/29/94	1
1	3472	CFK19		3GPNCK	12/30/91	12/29/94	1
1	3472	CFK16		3GPNCL	12/30/91	12/29/94	1
1	3472	CFX64		3GPNCM	12/30/91	12/29/94	1
1	3472	CFX77		3GPNCN	12/30/91	12/29/94	1
1	3472	CGG24		3GPNCP	12/30/91	12/29/94	1
1	3472	CFX76		3GPNCQ	12/30/91	12/29/94	1
1	3472	CFX66		3GPNCR	12/30/91	12/29/94	1
1	3472	CFX37		3GPNCS	12/30/91	12/29/94	1
1	3472	CFX69		3GPNCT	12/30/91	12/29/94	1
1	3472	CFX73		3GPNCV	12/30/91	12/29/94	1
1	3472	CFX71		3GPNCW	12/30/91	12/29/94	1
1	3472	CFX68		3GPNCX	12/30/91	12/29/94	1
1	3472	CGG25		3GPNCY	12/30/91	12/29/94	1
1	3472	CFX62		3GPNCZ	12/30/91	12/29/94	1
1	3472	CGG28		3GPNDB	12/30/91	12/29/94	1
1	3472	CGG29		3GPNDC	12/30/91	12/29/94	1
1	3472	CGG17		3GPNDD	12/30/91	12/29/94	1
1	3472	CGG16		3GPNDF	12/30/91	12/29/94	1
1	3472	CGG30		3GPNDG	12/30/91	12/29/94	1
1	3472	CGG20		3GPNDH	12/30/91	12/29/94	1
1	3472	CGG19		3GPNDJ	12/30/91	12/29/94	1
1	3472	CGG31		3GPNDK	12/30/91	12/29/94	1
1	3472	CGG18		3GPNDL	12/30/91	12/29/94	1
1	3472	CGG21		3GPNDM	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270005 12/27/91 FROM=BDS EMPL=567289

*Done*  
 12/31/91

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2098347 ATTACHMENT A

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGG26			3GPNDN	12/30/91	12/29/94	1
1	3472 CGG22			3GPNDP	12/30/91	12/29/94	1
1	3472 CGF04			3GPNDQ	12/30/91	12/29/94	1
1	3472 CGG23			3GPNDR	12/30/91	12/29/94	1
1	3472 CGG27			3GPNDS	12/30/91	12/29/94	1
1	3472 CGF19			3GPNDT	12/30/91	12/29/94	1
1	3472 CGF09			3GPNDV	12/30/91	12/29/94	1
1	3472 CGF12			3GPNDW	12/30/91	12/29/94	1
1	3472 CGF10			3GPNDX	12/30/91	12/29/94	1
1	3472 CGF13			3GPNDY	12/30/91	12/29/94	1
1	3472 CGF05			3GPNDZ	12/30/91	12/29/94	1
1	3472 CGF07			3GPNFB	12/30/91	12/29/94	1
1	3472 CGF11			3GPNFC	12/30/91	12/29/94	1
1	3472 CGF15			3GPNFD	12/30/91	12/29/94	1
1	3472 CGF06			3GPNFF	12/30/91	12/29/94	1
1	3472 CGF17			3GPNFG	12/30/91	12/29/94	1
1	3472 CGF14			3GPNFH	12/30/91	12/29/94	1
1	3472 CGF03			3GPNFJ	12/30/91	12/29/94	1
1	3472 CGF18			3GPNFK	12/30/91	12/29/94	1
1	3472 CGF08			3GPNFL	12/30/91	12/29/94	1
1	3472 CGF29			3GPNFM	12/30/91	12/29/94	1
1	3472 CGF32			3GPNFN	12/30/91	12/29/94	1
1	3472 CGF34			3GPNFP	12/30/91	12/29/94	1
1	3472 CGF33			3GPNFQ	12/30/91	12/29/94	1
1	3472 CGF30			3GPNFR	12/30/91	12/29/94	1
1	3472 CGF25			3GPNFS	12/30/91	12/29/94	1
1	3472 CGF28			3GPNFT	12/30/91	12/29/94	1
1	3472 CGF31			3GPNFV	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Warranty  
12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGF16			3GPNFW	12/30/91	12/29/94	1
1	3472 CGF24			3GPNFX	12/30/91	12/29/94	1
1	3472 CGF23			3GPNFY	12/30/91	12/29/94	1
1	3472 CGF22			3GPNFZ	12/30/91	12/29/94	1
1	3472 CGF20			3GPNGB	12/30/91	12/29/94	1
1	3472 CGF27			3GPNGC	12/30/91	12/29/94	1
1	3472 CGF21			3GPNGD	12/30/91	12/29/94	1
1	3472 CGF26			3GPNGF	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Results  
12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND

CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC  
6111 N RIVER RD  
ROSEMONT IL 60018

INSTALLED AT ADDRESS  
COMDISCO INC  
MERCANTILE SAFE DEPOSIT &  
TRUST CO  
BANKING DIV  
742 OLD HAMMONDS  
FERRY RD  
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS

PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGF80			3GPNGG	12/30/91	12/29/94	1
1	3472 CGF82			3GPNGH	12/30/91	12/29/94	1
1	3472 CGF81			3GPNGJ	12/30/91	12/29/94	1
1	3472 CGF75			3GPNGK	12/30/91	12/29/94	1
1	3472 CGF76			3GPNGL	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Original  
12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGF78			3GPNGM	12/30/91	12/29/94	1
1	3472 CGF77			3GPNGN	12/30/91	12/29/94	1
1	3472 CGF79			3GPNGP	12/30/91	12/29/94	1
1	3472 CGG50			3GPNGQ	12/30/91	12/29/94	1
1	3472 CGF74			3GPNGR	12/30/91	12/29/94	1
1	3472 CGG48			3GPNGS	12/30/91	12/29/94	1
1	3472 CGF69			3GPNGT	12/30/91	12/29/94	1
1	3472 CGF72			3GPNGV	12/30/91	12/29/94	1
1	3472 CGF71			3GPNGW	12/30/91	12/29/94	1
1	3472 CGF70			3GPNGX	12/30/91	12/29/94	1
1	3472 CGG52			3GPNGY	12/30/91	12/29/94	1
1	3472 CGG54			3GPNGZ	12/30/91	12/29/94	1
1	3472 CGG51			3GPNHB	12/30/91	12/29/94	1
1	3472 CGG57			3GPNHC	12/30/91	12/29/94	1
1	3472 CGG53			3GPNHD	12/30/91	12/29/94	1
1	3472 CGG55			3GPNHF	12/30/91	12/29/94	1
1	3472 CGG60			3GPNHG	12/30/91	12/29/94	1
1	3472 CGD35			3GPNHH	12/30/91	12/29/94	1
1	3472 CGF73			3GPNHJ	12/30/91	12/29/94	1
1	3472 CGD37			3GPNHK	12/30/91	12/29/94	1
1	3472 CGD36			3GPNHL	12/30/91	12/29/94	1
1	3472 CGG61			3GPNHM	12/30/91	12/29/94	1
1	3472 CGF68			3GPNHN	12/30/91	12/29/94	1
1	3472 CGF67			3GPNHP	12/30/91	12/29/94	1
1	3472 CGG63			3GPNHQ	12/30/91	12/29/94	1
1	3472 CGG62			3GPNHR	12/30/91	12/29/94	1
1	3472 CGD34			3GPNHS	12/30/91	12/29/94	1
1	3472 CGD25			3GPNHT	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Revised  
12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGD33			3GPNHV	12/30/91	12/29/94	1
1	3472 CGD32			3GPNHW	12/30/91	12/29/94	1
1	3472 CGG56			3GPNHX	12/30/91	12/29/94	1
1	3472 CGG64			3GPNHY	12/30/91	12/29/94	1
1	3472 CGG65			3GPNHZ	12/30/91	12/29/94	1
1	3472 CGD14			3GPNJB	12/30/91	12/29/94	1
1	3472 CGG67			3GPNJC	12/30/91	12/29/94	1
1	3472 CGD21			3GPNJD	12/30/91	12/29/94	1
1	3472 CGD23			3GPNJF	12/30/91	12/29/94	1
1	3472 CGD29			3GPNJG	12/30/91	12/29/94	1
1	3472 CGD22			3GPNJH	12/30/91	12/29/94	1
1	3472 CGD31			3GPNJJ	12/30/91	12/29/94	1
1	3472 CGD11			3GPNJK	12/30/91	12/29/94	1
1	3472 CFX02			3GPNJL	12/30/91	12/29/94	1
1	3472 CGD19			3GPNJM	12/30/91	12/29/94	1
1	3472 CGD20			3GPNJN	12/30/91	12/29/94	1
1	3472 CGG40			3GPNJP	12/30/91	12/29/94	1
1	3472 CGG35			3GPNJQ	12/30/91	12/29/94	1
1	3472 CGG37			3GPNJR	12/30/91	12/29/94	1
1	3472 CFX03			3GPNJS	12/30/91	12/29/94	1
1	3472 CFX14			3GPNJT	12/30/91	12/29/94	1
1	3472 CGG47			3GPNJV	12/30/91	12/29/94	1
1	3472 CGG46			3GPNJW	12/30/91	12/29/94	1
1	3472 CFX10			3GPNJX	12/30/91	12/29/94	1
1	3472 CFX05			3GPNJY	12/30/91	12/29/94	1
1	3472 CFX00			3GPNJZ	12/30/91	12/29/94	1
1	3472 CFX09			3GPNKB	12/30/91	12/29/94	1
1	3472 CGG41			3GPNKC	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND

CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC  
6111 N RIVER RD  
ROSEMONT IL 60018

INSTALLED AT ADDRESS  
COMDISCO INC  
MERCANTILE SAFE DEPOSIT &  
TRUST CO  
BANKING DIV  
742 OLD HAMMONDS  
FERRY RD  
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE.

PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFX07			3GPNKN	12/30/91	12/29/94	1
1	3472 CFX13			3GPNKP	12/30/91	12/29/94	1
1	3472 CCG45			3GPNKQ	12/30/91	12/29/94	1
1	3472 CCG44			3GPNKR	12/30/91	12/29/94	1
1	3472 CFX15			3GPNKS	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

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IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CGG43			3GPNKD	12/30/91	12/29/94	1
1	3472 CGG42			3GPNKF	12/30/91	12/29/94	1
1	3472 CGG38			3GPNKG	12/30/91	12/29/94	1
1	3472 CGG33			3GPNKH	12/30/91	12/29/94	1
1	3472 CGG39			3GPNKJ	12/30/91	12/29/94	1
1	3472 CGG34			3GPNKK	12/30/91	12/29/94	1
1	3472 CGG32			3GPNKL	12/30/91	12/29/94	1
1	3472 CFX12			3GPNKM	12/30/91	12/29/94	1

*Done 12/31/91*

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE

BRANCH OFFICE AND BOOK 579 PAGE 56

CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CCG36			3GPNKT	12/30/91	12/29/94	1
1	3472 CFX16			3GPNKV	12/30/91	12/29/94	1
1	3472 CFX06			3GPNKW	12/30/91	12/29/94	1
1	3472 CFX04			3GPNKX	12/30/91	12/29/94	1
1	3472 CFX08			3GPNKY	12/30/91	12/29/94	1
1	3472 CFX17			3GPNKZ	12/30/91	12/29/94	1
1	3472 CFK49			3GPNLB	12/30/91	12/29/94	1
1	3472 CFK45			3GPNLC	12/30/91	12/29/94	1
1	3472 CFK45			3GPNLD	12/30/91	12/29/94	1
1	3472 CFK58			3GPNLF	12/30/91	12/29/94	1
1	3472 CFK33			3GPNLG	12/30/91	12/29/94	1
1	3472 CFK53			3GPNLH	12/30/91	12/29/94	1
1	3472 CFK60			3GPNLJ	12/30/91	12/29/94	1
1	3472 CFH92			3GPNLK	12/30/91	12/29/94	1
1	3472 CFK59			3GPNLL	12/30/91	12/29/94	1
1	3472 CFK57			3GPNLM	12/30/91	12/29/94	1
1	3472 CFK46			3GPNLN	12/30/91	12/29/94	1
1	3472 CFK23			3GPNLP	12/30/91	12/29/94	1
1	3472 CFK47			3GPNLQ	12/30/91	12/29/94	1
1	3472 CFK55			3GPNLR	12/30/91	12/29/94	1
1	3472 CFK54			3GPNLS	12/30/91	12/29/94	1
1	3472 CFK48			3GPNLT	12/30/91	12/29/94	1
1	3472 CFH80			3GPNLV	12/30/91	12/29/94	1
1	3472 CFH81			3GPNLW	12/30/91	12/29/94	1
1	3472 CFH77			3GPNLX	12/30/91	12/29/94	1
1	3472 CFK31			3GPNLY	12/30/91	12/29/94	1
1	3472 CFH75			3GPNLZ	12/30/91	12/29/94	1
1	3472 CFH73						
1	3472 CFH85			3GPNMB	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Handwritten:*  
12/31/91

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270013 12/27/91 FROM=BDS EMPL=567289

IBM INSTALLATION ADVICE

BRANCH OFFICE JND

CUSTOMER NUMBER 2009247

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ATTACHMENT A

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFH83			3GPNMC	12/30/91	12/29/94	1
1	3472 CFH78			3GPNMD	12/30/91	12/29/94	1
1	3472 CFH71			3GPNMF	12/30/91	12/29/94	1
1	3472 CFH74			3GPNMG	12/30/91	12/29/94	1
1	3472 CFH72			3GPNMH	12/30/91	12/29/94	1
1	3472 CFH76			3GPNMJ	12/30/91	12/29/94	1
1	3472 CFH79			3GPNMK	12/30/91	12/29/94	1
1	3472 CFX97			3GPNML	12/30/91	12/29/94	1
1	3472 CFH82			3GPNMM	12/30/91	12/29/94	1
1	3472 CGF51			3GPNMN	12/30/91	12/29/94	1
1	3472 CFH84			3GPNMP	12/30/91	12/29/94	1
1	3472 CFH70			3GPNMQ	12/30/91	12/29/94	1
1	3472 CGF87			3GPNMR	12/30/91	12/29/94	1
1	3472 CGF84			3GPNMS	12/30/91	12/29/94	1
1	3472 CGF86			3GPNMT	12/30/91	12/29/94	1
1	3472 CGF63			3GPNMV	12/30/91	12/29/94	1
1	3472 CGF62			3GPNMW	12/30/91	12/29/94	1
1	3472 CGF64			3GPNMX	12/30/91	12/29/94	1
1	3472 CGF59			3GPNMY	12/30/91	12/29/94	1
1	3472 CGF61			3GPNMZ	12/30/91	12/29/94	1
1	3472 CGF65			3GPNNB	12/30/91	12/29/94	1
1	3472 CGF66			3GPNNC	12/30/91	12/29/94	1
1	3472 CGF57			3GPNND	12/30/91	12/29/94	1
1	3472 CGF54			3GPNNE	12/30/91	12/29/94	1
1	3472 CGF89			3GPNNG	12/30/91	12/29/94	1
1	3472 CGF52			3GPNNH	12/30/91	12/29/94	1
1	3472 CGF96			3GPNNJ	12/30/91	12/29/94	1
1	3472 CGF53			3GPNNK	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*K. Williams*  
12/31/91

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFX96			3GPNNL	12/30/91	12/29/94	1

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TYPE OF TRANSACTION

- 1. MACHINE
- 2. SPECIAL-FEATURE ADDITION
- 3. MODEL-CONVERSION UPGRADE

- 4. SPECIAL-FEATURE REMOVAL
- 5. MODEL-CONVERSION DOWNGRADE
- SPECIFY-FEATURE ADDITION
- SPECIFY-FEATURE REMOVAL

INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202



W2B1567 IS3 270015 12/27/91 FROM=BDS EMPL=567289

IBM INSTALLATION ADVICE BRANCH OFFICE JND

ATTACHMENT  
CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC  
6111 N RIVER RD  
ROSEMONT IL 60018

INSTALLED AT ADDRESS  
COMDISCO INC  
MERCANTILE SAFE DEPOSIT &  
TRUST CO  
BANKING DIV  
742 OLD HAMMONDS  
FERRY RD  
LINTHICUM HTS MD 21090

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TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFX60			3GPNQR	12/30/91	12/29/94	1
1	3472 CGF83			3GPNQS	12/30/91	12/29/94	1
1	3472 CFX70			3GPNQT	12/30/91	12/29/94	1
1	3472 CFX90			3GPNQV	12/30/91	12/29/94	1
1	3472 CFX89			3GPNQW	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Billie*  
12/31/91

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270016 12/27/91 FROM=BDS EMPL=567289

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IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFX91			3GPNQX	12/30/91	12/29/94	1
1	3472 CFX92			3GPNQY	12/30/91	12/29/94	1
1	3472 CFX88			3GPNQZ	12/30/91	12/29/94	1
1	3472 CGF99			3GPNRB	12/30/91	12/29/94	1
1	3472 CGF98			3GPNRC	12/30/91	12/29/94	1
1	3472 CGF97			3GPNRD	12/30/91	12/29/94	1
1	3472 CGF92			3GPNRF	12/30/91	12/29/94	1
1	3472 CGF91			3GPNRG	12/30/91	12/29/94	1
1	3472 CGF90			3GPNRH	12/30/91	12/29/94	1
1	3472 CFX93			3GPNRJ	12/30/91	12/29/94	1
1	3472 CGG01			3GPNRK	12/30/91	12/29/94	1
1	3472 CGF93			3GPNRL	12/30/91	12/29/94	1
1	3472 CGG00			3GPNRM	12/30/91	12/29/94	1
1	3472 CFX98			3GPNRN	12/30/91	12/29/94	1
1	3472 CGF88			3GPNRP	12/30/91	12/29/94	1
1	3472 CFY03			3GPNRQ	12/30/91	12/29/94	1
1	3472 CGF60			3GPNRR	12/30/91	12/29/94	1
1	3472 CGF58			3GPNRS	12/30/91	12/29/94	1
1	3472 CGF56			3GPNRT	12/30/91	12/29/94	1
1	3472 CGF55			3GPNRV	12/30/91	12/29/94	1
1	3472 CFY01			3GPNRW	12/30/91	12/29/94	1
1	3472 CFY00			3GPNRX	12/30/91	12/29/94	1
1	3472 CFH96			3GPNRY	12/30/91	12/29/94	1
1	3472 CFH98			3GPNRZ	12/30/91	12/29/94	1
1	3472 CFH90			3GPNSB	12/30/91	12/29/94	1
1	3472 CFH93			3GPNSC	12/30/91	12/29/94	1
1	3472 CFH87			3GPNSD	12/30/91	12/29/94	1
1	3472 CFH91			3GPNSF	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270017 12/27/91 FROM=BDS EMPL=567289

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IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 8009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFK05			3GPNSG	12/30/91	12/29/94	1
1	3472 CFH89			3GPNSH	12/30/91	12/29/94	1
1	3472 CFK00			3GPNSJ	12/30/91	12/29/94	1
1	3472 CFH95			3GPNSK	12/30/91	12/29/94	1
1	3472 CFH99			3GPNSL	12/30/91	12/29/94	1
1	3472 CFK01			3GPNSM	12/30/91	12/29/94	1
1	3472 CFK06			3GPNSN	12/30/91	12/29/94	1
1	3472 CFK03			3GPNSP	12/30/91	12/29/94	1
1	3472 CFK02			3GPNSQ	12/30/91	12/29/94	1
1	3472 CFH86			3GPNSR	12/30/91	12/29/94	1
1	3472 CGG83			3GPNSS	12/30/91	12/29/94	1
1	3472 CGG75			3GPNST	12/30/91	12/29/94	1
1	3472 CGG71			3GPNSV	12/30/91	12/29/94	1
1	3472 CGG87			3GPNSW	12/30/91	12/29/94	1
1	3472 CGG86			3GPNSX	12/30/91	12/29/94	1
1	3472 CGG86			3GPNSY	12/30/91	12/29/94	1
1	3472 CGG76			3GPNSZ	12/30/91	12/29/94	1
1	3472 CGG69			3GPNTB	12/30/91	12/29/94	1
1	3472 CGG68			3GPNTC	12/30/91	12/29/94	1
1	3472 CGG66			3GPNTD	12/30/91	12/29/94	1
1	3472 CGG85			3GPNTF	12/30/91	12/29/94	1
1	3472 CGG84			3GPNTG	12/30/91	12/29/94	1
1	3472 CGG73			3GPNTH	12/30/91	12/29/94	1
1	3472 CGG78			3GPNTJ	12/30/91	12/29/94	1
1	3472 CGG77			3GPNTK	12/30/91	12/29/94	1
1	3472 CGG79			3GPNTL	12/30/91	12/29/94	1
1	3472 CFY58			3GPNTM	12/30/91	12/29/94	1
1	3472 CFX99			3GPNTN	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFW95			3GPNTP	12/30/91	12/29/94	1
1	3472 CFW79			3GPNTQ	12/30/91	12/29/94	1
1	3472 DCL19			3GPNTR	12/30/91	12/29/94	1
1	3472 DCL25			3GPNTS	12/30/91	12/29/94	1
1	3472 DCL28			3GPNTT	12/30/91	12/29/94	1
1	3472 DCL01			3GPNTV	12/30/91	12/29/94	1
1	3472 DCL27			3GPNTW	12/30/91	12/29/94	1
1	3472 DCL22			3GPNTX	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Billings*  
12/31/91

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC  
6111 N RIVER RD  
ROSEMONT IL 60018

INSTALLED AT ADDRESS

MERCANTILE SAFE DEPOSIT &  
TRUST CO  
BANKING DIV  
742 OLD HAMMONDS  
FERRY RD  
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

THE WARRANTY EXPIRATION DATE IS ALSO SHOWN FOR MACHINES, SPECIAL-FEATURE ADDITIONS, AND MODEL-CONVERSION UPGRADES SHIPPED DIRECTLY FROM IBM. IF YOU HAVE NOT PREVIOUSLY ORDERED IBM MAINTENANCE AGREEMENT SERVICE FOR A MACHINE TO COMMENCE IMMEDIATELY FOLLOWING ITS WARRANTY PERIOD AND WISH TO DO SO, PLEASE NOTIFY IBM PRIOR TO THE MACHINE'S WARRANTY EXPIRATION DATE. ALL REQUIRED CONTRACTS, AGREEMENTS, AND PREREQUISITES MUST BE COMPLETED AND ACCEPTED BY IBM PRIOR TO COMMENCING THE MAINTENANCE COVERAGE. PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCL24			3GPNTY	12/30/91	12/29/94	1
1	3472 DCL13			3GPNTZ	12/30/91	12/29/94	1
1	3472 DCL12			3GPNVB	12/30/91	12/29/94	1
1	3472 DCL21			3GPNVC	12/30/91	12/29/94	1
1	3472 DCL23			3GPNVD	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Billie  
12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

W2B1567 IS3 270020 12/27/91 FROM=BDS EMPL=567289

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCL20			3GPNVF	12/30/91	12/29/94	1
1	3472 DCL18			3GPNVG	12/30/91	12/29/94	1
1	3472 DCL16			3GPNVH	12/30/91	12/29/94	1
1	3472 DCL06			3GPNVJ	12/30/91	12/29/94	1
1	3472 DCL14			3GPNVK	12/30/91	12/29/94	1
1	3472 DBC46			3GPNVL	12/30/91	12/29/94	1
1	3472 DBC44			3GPNVM	12/30/91	12/29/94	1
1	3472 DBC45			3GPNVN	12/30/91	12/29/94	1
1	3472 DBC47			3GPNVP	12/30/91	12/29/94	1
1	3472 DBC43			3GPNVQ	12/30/91	12/29/94	1
1	3472 DBC37			3GPNVR	12/30/91	12/29/94	1
1	3472 DBC35			3GPNVS	12/30/91	12/29/94	1
1	3472 DBC10			3GPNVT	12/30/91	12/29/94	1
1	3472 DBC34			3GPNVV	12/30/91	12/29/94	1
1	3472 DBC39			3GPNVW	12/30/91	12/29/94	1
1	3472 DBC38			3GPNVX	12/30/91	12/29/94	1
1	3472 DBC32			3GPNVY	12/30/91	12/29/94	1
1	3472 DBC42			3GPNVZ	12/30/91	12/29/94	1
1	3472 DBC40			3GPNWB	12/30/91	12/29/94	1
1	3472 DBC41			3GPNWC	12/30/91	12/29/94	1
1	3472 DBC36			3GPNWD	12/30/91	12/29/94	1
1	3472 CFY73			3GPNWF	12/30/91	12/29/94	1
1	3472 CFY70			3GPNWG	12/30/91	12/29/94	1
1	3472 ACN44			3GPNWH	12/30/91	12/29/94	1
1	3472 ACN43			3GPNWJ	12/30/91	12/29/94	1
1	3472 DBC74			3GPNWK	12/30/91	12/29/94	1
1	3472 DBC70			3GPNWL	12/30/91	12/29/94	1
1	3472 DBC72			3GPNWM	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

*Handwritten:*  
12/31/91

CW2B1567 IS3 270021 12/27/91 FROM=BDS EMPL=567289

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCK73			3GPNWN	12/30/91	12/29/94	1
1	3472 DCK88			3GPNWP	12/30/91	12/29/94	1
1	3472 DCK58			3GPNWQ	12/30/91	12/29/94	1
1	3472 DCK52			3GPNWR	12/30/91	12/29/94	1
1	3472 DCK56			3GPNWS	12/30/91	12/29/94	1
1	3472 DCK53			3GPNWT	12/30/91	12/29/94	1
1	3472 CFY90			3GPNWV	12/30/91	12/29/94	1
1	3472 DCK61			3GPNWW	12/30/91	12/29/94	1
1	3472 DCK57			3GPNWX	12/30/91	12/29/94	1
1	3472 DCK67			3GPNWY	12/30/91	12/29/94	1
1	3472 DCK81			3GPNWZ	12/30/91	12/29/94	1
1	3472 DCK83			3GPNXB	12/30/91	12/29/94	1
1	3472 DCK83			3GPNXC	12/30/91	12/29/94	1
1	3472 DCK62			3GPNXD	12/30/91	12/29/94	1
1	3472 DCK60			3GPNXF	12/30/91	12/29/94	1
1	3472 DCK50			3GPNXG	12/30/91	12/29/94	1
1	3472 CFY67			3GPNXH	12/30/91	12/29/94	1
1	3472 CFY69			3GPNXJ	12/30/91	12/29/94	1
1	3472 CFK83			3GPNXK	12/30/91	12/29/94	1
1	3472 CKT22			3GPNXL	12/30/91	12/29/94	1
1	3472 ZA554			3GPNXM	12/30/91	12/29/94	1
1	3472 ZA550			3GPNXN	12/30/91	12/29/94	1
1	3472 ZA553			3GPNXP	12/30/91	12/29/94	1
1	3472 DCK84			3GPNXQ	12/30/91	12/29/94	1
1	3472 ZK955			3GPNXR	12/30/91	12/29/94	1
1	3472 ZA555			3GPNXS	12/30/91	12/29/94	1
1	3472 ZA552			3GPNXT	12/30/91	12/29/94	1
1	3472 CKZ37			3GPNXV	12/30/91	12/29/94	1
1	3472 CKT14						

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

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12/31

0W2B1567 IS3 270022 12/27/91 FROM=BDS

EMPL=567289

BOOK 579 PAGE 66

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009267

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CKZ36			3GPNXW	12/30/91	12/29/94	1
1	3472 CKZ33			3GPNXX	12/30/91	12/29/94	1
1	3472 CKZ34			3GPNXY	12/30/91	12/29/94	1
1	3472 CKZ40			3GPNXZ	12/30/91	12/29/94	1
1	3472 CKZ29			3GPNYB	12/30/91	12/29/94	1
1	3472 CKZ32			3GPNYC	12/30/91	12/29/94	1
1	3472 CKZ31			3GPNYD	12/30/91	12/29/94	1
1	3472 DCK87			3GPNYF	12/30/91	12/29/94	1

TYPE OF TRANSACTION

- 1. MACHINE
- 2. SPECIAL-FEATURE ADDITION
- 3. MODEL-CONVERSION UPGRADE
- 4. SPECIAL-FEATURE REMOVAL
- 5. MODEL-CONVERSION DOWNGRADE
- 6. SPECIFY-FEATURE ADDITION
- 7. SPECIFY-FEATURE REMOVAL

*Handwritten:* 12/31/91

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202



ATTACHMENT A

IBM INSTALLATION ADVICE BRANCH OFFICE JND

CUSTOMER NUMBE.. 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC  
6111 N RIVER RD  
ROSEMONT IL 60018

INSTALLED AT ADDRESS  
COMDISCO INC  
MERCANTILE SAFE DEPOSIT &  
TRUST CO  
BANKING DIV  
742 OLD HAMMONDS  
FERRY RD  
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

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PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCK76			3GPNYG	12/30/91	12/29/94	1
1	3472 DCK64			3GPNYH	12/30/91	12/29/94	1
1	3472 DCK80			3GPNYJ	12/30/91	12/29/94	1
1	3472 DCK63			3GPNYK	12/30/91	12/29/94	1
1	3472 DCK74			3GPNYL	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Handwritten:* 12/27/91

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

CW2B1567 IS3 270024 12/27/91 FROM=BDS EMPL=567289

ATTACHMENT A

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DCK55			3GPNYM	12/30/91	12/29/94	1
1	3472 DCK59			3GPNYN	12/30/91	12/29/94	1
1	3472 CFY86			3GPNYP	12/30/91	12/29/94	1
1	3472 CFY88			3GPNYQ	12/30/91	12/29/94	1
1	3472 CFY75			3GPNYR	12/30/91	12/29/94	1
1	3472 CFY87			3GPNYS	12/30/91	12/29/94	1
1	3472 CFY83			3GPNYT	12/30/91	12/29/94	1
1	3472 CFY78			3GPNYV	12/30/91	12/29/94	1
1	3472 DCK51			3GPNYW	12/30/91	12/29/94	1
1	3472 CFY89			3GPNYX	12/30/91	12/29/94	1
1	3472 CFY79			3GPNYY	12/30/91	12/29/94	1
1	3472 CFY93			3GPNYZ	12/30/91	12/29/94	1
1	3472 CFY72			3GPNZB	12/30/91	12/29/94	1
1	3472 CFY92			3GPNZC	12/30/91	12/29/94	1
1	3472 CFY94			3GPNZD	12/30/91	12/29/94	1
1	3472 CFY81			3GPNZF	12/30/91	12/29/94	1
1	3472 CFY76			3GPNZG	12/30/91	12/29/94	1
1	3472 DCK54			3GPNZH	12/30/91	12/29/94	1
1	3472 CFY91			3GPNZJ	12/30/91	12/29/94	1
1	3472 DBB93			3GPNZK	12/30/91	12/29/94	1
1	3472 DBB90			3GPNZL	12/30/91	12/29/94	1
1	3472 DBB88			3GPNZM	12/30/91	12/29/94	1
1	3472 DBB94			3GPNZN	12/30/91	12/29/94	1
1	3472 DBB80			3GPNZP	12/30/91	12/29/94	1
1	3472 DBB81			3GPNZQ	12/30/91	12/29/94	1
1	3472 DBB82			3GPNZR	12/30/91	12/29/94	1
1	3472 DBB84			3GPNZS	12/30/91	12/29/94	1
1	3472 DBB85			3GPNZT	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Billie  
12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472	DBB87		3GPNZV	12/30/91	12/29/94	1
1	3472	DBB78		3GPNZW	12/30/91	12/29/94	1
1	3472	DBB79		3GPNZX	12/30/91	12/29/94	1
1	3472	DBC50		3GPNZY	12/30/91	12/29/94	1
1	3472	DBC01		3GPNZZ	12/30/91	12/29/94	1
1	3472	DBC83		3GPPBB	12/30/91	12/29/94	1
1	3472	DBB91		3GPPBC	12/30/91	12/29/94	1
1	3472	DBB99		3GPPBD	12/30/91	12/29/94	1
1	3472	DBC87		3GPPBF	12/30/91	12/29/94	1
1	3472	DBC88		3GPPBG	12/30/91	12/29/94	1
1	3472	DBC89		3GPPBH	12/30/91	12/29/94	1
1	3472	DBB96		3GPPBJ	12/30/91	12/29/94	1
1	3472	DBB97		3GPPBK	12/30/91	12/29/94	1
1	3472	DBC91		3GPPBL	12/30/91	12/29/94	1
1	3472	DBC84		3GPPBM	12/30/91	12/29/94	1
1	3472	DBC62		3GPPBN	12/30/91	12/29/94	1
1	3472	DBC85		3GPPBP	12/30/91	12/29/94	1
1	3472	DBC90		3GPPBQ	12/30/91	12/29/94	1
1	3472	DBC94		3GPPBR	12/30/91	12/29/94	1
1	3472	DBC92		3GPPBS	12/30/91	12/29/94	1
1	3472	DBC93		3GPPBT	12/30/91	12/29/94	1
1	3472	DBC53		3GPPBV	12/30/91	12/29/94	1
1	3472	DBC86		3GPPBW	12/30/91	12/29/94	1
1	3472	CFK78		3GPPBX	12/30/91	12/29/94	1
1	3472	CFK69		3GPPBY	12/30/91	12/29/94	1
1	3472	CFK77		3GPPBZ	12/30/91	12/29/94	1
1	3472	DBC66		3GPPCB	12/30/91	12/29/94	1
1	3472	CFK87		3GPPCC	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Kiddie 12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFK93			3GPPCD	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Bill 12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202



IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

CUSTOMER NAME AND ADDRESS

COMDISCO INC  
6111 N RIVER RD  
ROSEMONT IL 60018

INSTALLED AT ADDRESS

COMDISCO INC  
MERCANTILE SAFE DEPOSIT &  
TRUST CO  
BANKING DIV  
742 OLD HAMMONDS  
FERRY RD  
LINTHICUM HTS MD 21090

IN ACCORDANCE WITH YOUR AGREEMENT FOR PURCHASE OF IBM MACHINES, THE DATE OF INSTALLATION FOR THE FOLLOWING MACHINES, FEATURES, AND/OR MODEL CONVERSIONS PURCHASED THEREUNDER, FOR ALL PURPOSES OF THE AGREEMENT, IS SHOWN BELOW.

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PRODUCTION STATUS CODE 1 AND PRODUCTION STATUS CODE 2 AS SET FORTH BELOW APPLY TO MACHINES AND ARE DESCRIBED IN THE SUPPLEMENT TO AGREEMENT FOR PURCHASE OF IBM MACHINES.

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	PROD STAT CODE	MACH
1	3472 CFK79			3GPPHK	12/30/91	12/29/94	1	
1	3472 CFK85			3GPPHL	12/30/91	12/29/94	1	
1	3472 DBC82			3GPPHM	12/30/91	12/29/94	1	
1	3472 CFK90			3GPPHN	12/30/91	12/29/94	1	
1	3472 CFK92			3GPPHP	12/30/91	12/29/94	1	

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

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12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 DBC80			3GPPHQ	12/30/91	12/29/94	1
1	3472 DBC81			3GPPHR	12/30/91	12/29/94	1
1	3472 DBC78			3GPPHS	12/30/91	12/29/94	1
1	3472 DBC76			3GPPHT	12/30/91	12/29/94	1
1	3472 DBC79			3GPPHV	12/30/91	12/29/94	1
1	3472 DBC73			3GPPHW	12/30/91	12/29/94	1
1	3472 DBC71			3GPPHX	12/30/91	12/29/94	1
1	3472 DBC69			3GPPHY	12/30/91	12/29/94	1
1	3472 DBC77			3GPPHZ	12/30/91	12/29/94	1
1	3472 DBC75			3GPPJB	12/30/91	12/29/94	1
1	3472 DCK93			3GPPJC	12/30/91	12/29/94	1
1	3472 DCK92			3GPPJD	12/30/91	12/29/94	1
1	3472 DCK89			3GPPJF	12/30/91	12/29/94	1
1	3472 AGC20			3GPPJG	12/30/91	12/29/94	1
1	3472 CFY80			3GPPJH	12/30/91	12/29/94	1
1	3472 CFY62			3GPPJJ	12/30/91	12/29/94	1
1	3472 CFY68			3GPPJK	12/30/91	12/29/94	1
1	3472 CFY65			3GPPJL	12/30/91	12/29/94	1
1	3472 CFY74			3GPPJM	12/30/91	12/29/94	1
1	3472 CFY61			3GPPJN	12/30/91	12/29/94	1
1	3472 CFY38			3GPPJP	12/30/91	12/29/94	1
1	3472 CFY63			3GPPJQ	12/30/91	12/29/94	1
1	3472 CFY66			3GPPJR	12/30/91	12/29/94	1
1	3472 CFY64			3GPPJS	12/30/91	12/29/94	1
1	3472 CFY31			3GPPJT	12/30/91	12/29/94	1
1	3472 CFY71			3GPPJV	12/30/91	12/29/94	1
1	3472 CFK98			3GPPJW	12/30/91	12/29/94	1
1	3472 CFK86			3GPPJX	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Added  
12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

IBM INSTALLATION ADVICE BRANCH OFFICE JND CUSTOMER NUMBER 2009247

TYPE OF TRAN	MACHINE TYPE/SERIAL	FEATURE QTY/NO.	MODEL CONVERSION FROM-TO	PLANT ORDER NUMBER	DATE OF INSTALL/DISC	DATE WARRANTY EXPIRES	MACH PROD STAT CODE
1	3472 CFK81			3GPPJY	12/30/91	12/29/94	1
1	3472 CFK82			3GPPJZ	12/30/91	12/29/94	1
1	3472 DBC68			3GPPKB	12/30/91	12/29/94	1
1	3472 DCK94			3GPPKC	12/30/91	12/29/94	1
1	3472 DCK95			3GPPKD	12/30/91	12/29/94	1

TYPE OF TRANSACTION

1. MACHINE
2. SPECIAL-FEATURE ADDITION
3. MODEL-CONVERSION UPGRADE
4. SPECIAL-FEATURE REMOVAL
5. MODEL-CONVERSION DOWNGRADE
6. SPECIFY-FEATURE ADDITION
7. SPECIFY-FEATURE REMOVAL

*Revised 12/31/91*

IBM INQUIRE AT ADDRESS: 100 E PRATT ST, BALTIMORE MD 21202

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Roger W. Pastrana, Inc.  
Address 774 Harness Creek View Drive Annapolis, Md. 21403

2. SECURED PARTY

Name Bobcat of Baltimore, Inc.  
Address 1415 Bush Street  
Baltimore, Maryland 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- (1) Melroe Backhoe Model 709  
S/N 270000656
- (1) 24" Bucket
- (1) Mounting Kit

Name and address of Assignee	
<b>CLARK CREDIT CORPORATION</b>	
500 CIRCLE DRIVE	
BUCHANAN, MI 49107-1395	
RECORD FEE	11.00
POSTAGE	.50

#342820 0263 R01 T14143

03/31/92

MARY H. ROSE

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on (describe real estate) AN CO. CREDIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Roger W. Pastrana, Inc.  
(Signature of Debtor)

Roger W. Pastrana, Inc. Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Bobcat of Baltimore, Inc.

Donald Chatman  
(Signature of Secured Party)

Don Chatman, President  
Type or Print Above Signature on Above Line

286014

MARYLAND - UNIFORM COMMERCIAL CODE  
FINANCING STATEMENT FORM UCC-1

Identifying file No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 28 Mar. 92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Kenneth B. Tayman S.S.# 216-48-7947

Address HQ. First Army Office of DCSIM Ft. Meade, Md. 20755

2. SECURED PARTY

Name John Deere Company

Address P.O. Box 65090 West Des Moines, IA. 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 01 Apr. 95

4. This financing statement covers the following types (or items) of property: (list)

- 1 New JD F915 Front Mower MOF915X010400
- 1 New JD 60" Front Mower Deck M05012X100191

RECORD FEE 11.00

POSTAGE .50

#342730 0263 R01 T14:35

03/31/92

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) MARY H. ROSE

AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Kenneth B. Tayman  
(Signature of Debtor)

Kenneth B. Tayman  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

F. Thomas Whitcraft  
(Signature of Secured Party)

F. Thomas Whitcraft  
Type or Print Above Signature on Above Line

11-2  
5

STATE OF FLORIDA **STATEMENT OF CHANGE** UNIFORM COMMERCIAL CODE - Form UCC-3, REV. 1988  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Information in Items 1 and 2 must agree exactly with the original filing information or as previously amended.

**THIS SPACE FOR USE OF FILING OFFICER**  
 Date, Time, Number and Filing Office

**DEBTOR (Last Name First if a Person)**  
 NAME Sigafoose, James M

BOOK **579** PAGE **76**

**1A MAILING ADDRESS** 2901 Polaski Hwy  
 CITY Edgewood STATE MD 21040

**MULTIPLE DEBTOR (If Any) (Last Name First if a Person)**  
 NAME

**1B MAILING ADDRESS**  
 CITY STATE

**MULTIPLE DEBTOR (If Any) (Last Name First if a Person)**  
 NAME

**1C MAILING ADDRESS**  
 CITY STATE

**SECURED PARTY (Last Name First if a Person)**  
 NAME Sun Bank/Sarasota Co., N.A.

UPDATE

AUDIT

RECORD FEE 10.00  
 POSTAGE .50  
 #101940 C191 R03 T14:41  
 03/31/72  
 MARY H. ROSE  
 1A CO. CIRCUIT COURT

**2A MAILING ADDRESS** P.O. Box 1438  
 CITY Sarasota STATE FL 34230

**MULTIPLE SECURED PARTY (If Any) (Last Name First if a Person)**  
 NAME

**VALIDATION INFORMATION**

**2B MAILING ADDRESS**  
 CITY STATE

**3** This statement refers to original Financing Statement bearing File Number 276972 Book 540 Pg 129 and filed with Anne Arundel County The original was filed on April 15, 1989

- 4  Continuation. The original financing statement between the foregoing Debtor(s) and Secured Party(ies) bearing file number shown above, is still effective.
- 5  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 6  Partial Assignment. Some of Secured party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. A description of the collateral subject to the assignment is also set forth in Item 11.
- 7  Full Assignment. All of Secured Party's rights under the Financing Statement have been assigned to the assignee whose name and address are set forth in Item 11. Signature of Debtor(s) required at Item 14, pursuant to Section 679.402(4), Florida Statutes.
- 8  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 11. Signature of Debtor(s) required at Item 14, pursuant to Section 679.402(4), Florida Statutes.
- 9  Release. Secured party releases only the collateral described in Item 11 from the financing statement bearing file number shown above.
- 10  Check if true. All documentary stamp taxes due and payable or to become due and payable pursuant to Chapter 201.22, F.S. have been paid.

**11** If more space is required, attach additional sheets 8 1/2 x 11.

**13** Return Copy to:

NAME Sun Bank/Sarasota Co., N.A.  
 ADDRESS Consumer Lending Department  
 P.O. Box 1438  
 CITY Sarasota  
 STATE FL ZIP CODE 34230

**12** No. of Additional Sheets presented:

**14** SIGNATURE(S) OF DEBTOR(S) - Necessary Only For Amendment. See Item B.

**15** SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  
 Sun Bank/Sarasota Co., N.A.

By: *Roger L Williams*  
 Roger L Williams

Approved By Secretary of State, State of Florida

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<b>1 Debtor(s) (Last Name First) and address(es)</b> Sabo, James S. Sabo, Barbara A. 894 Van Dusen Court Great Falls, VA 22066	<b>2 Secured Party(ies) and address(es)</b> Society for Savings 1290 Silas Deane Highway Wethersfield, Ct. 06109	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 10.00
--	---	--

This statement refers to original Financing Statement No. 506-62 Date Filed 12-11-86 POSTAGE .50

<b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party bearing the file number shown above, is still effective.	<b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following	<b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property	#93271 #93271-0263-RO1 TOB143 04/01/92 MARY M. ROSE
---	--	---	--

The boat as described in the original UCC-1 is assigned to:  
 Key Bank of Maine  
 286 Water street  
 Augusta, Maine 04330  
 AA CO. CIRCUIT COURT

#893271  
 Anne Arundel County, MD.  
 Dated 10/19/86  
 Filing Officer Copy: Alphabetical  
 M06000025 5/84  
 FORM U C C 3  
 Society for Savings  
 Key Bank of Maine POA  
 f/k/a  
 By *[Signature]* Underwriter  
 Signature(s) of Secured Party(ies)  
 Approved by Secretary of State, STATE OF MAINE



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:		3 Maturity date (if any):
1 Debtor(s) (Last Name First) and address(es) Oritt, Michael H. Oritt, Carol S. 1605 Winchester Road Annapolis, MD 21401	2 Secured Party(ies) and address(es) Society for Savings 1290 Silas Deane Highway Wethersfield, Ct. 06109	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 10.00

This statement refers to original Financing Statement No. 492-419 Date Filed 12-13-85

A. Continuation <input type="checkbox"/>	B. Partial Release <input type="checkbox"/>	C. Assignment <input checked="" type="checkbox"/>	D. Other <input checked="" type="checkbox"/>
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following	The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property	#74320 0263 R01 70843 04/01/92 MARY H. ROSE

The boat as described in the original UCC-1 is assigned to:  
Key Bank of Maine  
Marine Finance Division  
286 Water Street  
Augusta, Maine 04330

MA CO. CIRCUIT COURT

#973123

Anne A. Cty, MD

Society for Savings  
Key Bank of Maine POA

Dated \_\_\_\_\_ 19 \_\_\_\_\_

By *[Signature]*  
Signature(s) of Secured Party(ies)

Filing Officer Copy-Alphabetical

FORM U C C 3

Approved by Secretary of State, STATE OF MAINE

M06000025 5/84



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

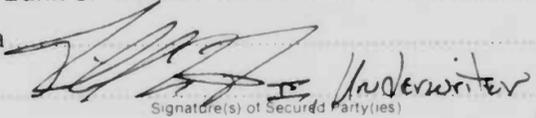
3 Maturity date (if any):

<p>1 Debtor(s) (Last Name First) and address(es) Palmer, Jack C. 6735 Surreywood Lane Bethesda, MD 20817</p>	<p>2 Secured Party(ies) and address(es) Society for Savings 1290 Silas Deane Highway Wethersfield, Ct. 06109</p>	<p>For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 10.00 POSTAGE .50</p>
--	--	---

This statement refers to original Financing Statement No. 098706 Date Filed 8-21-85 #343330 0263 R01 TOP:44

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p>C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/> 04/01/82 MARY M. ROSE SA CO. CIRCUIT COURT</p>
---	--	---	--

The boat as described in the original UCC-1 is assigned to:  
Key Bank of Maine  
Marine Finance Division  
286 Water St.  
Augusta, Maine 04330

#859454 Society for Savings  
Key Bank of Maine POA  
Anne A. County f/k/a  
By  Underwriter  
Signature(s) of Secured Party(ies)

Dated 10/5/85 19

Filing Officer Copy - Alphabetical

FORM U C C 3

Approved by Secretary of State, STATE OF MAINE

MP0000025 5/84



This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE (If Any) 01MAR93  
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
CROFTON AUTOMOTIVE INC.  
1047 RT 3 NORTH  
GAMBRILLS MD 21054  
521450307 AA

2 SECURED PARTY(IES) and ADDRESS(ES)  
JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50265

4 This statement refers to original Financing Statement bearing File No. 271811  
Filed with ANNE ARUNDEL MD BK 523 PG 423 Date Filed 01MAR88

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00

POSTAGE .50

8744100 0263 R01 T10:34

04/01/92

MARY N. ROSE

10  
Number of Additional Sheets Presented

TO  
CLERK OF CIRCUIT COURT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

ZOHAR92

JOHN DEERE COMPANY

By \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if item 8 is applicable)  
FILING OFFICER COPY - ALPHABETICAL

By *S. J. Walters* Director, Installment Finance For  
Signature(s) of Secured Party(ies)

- JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY
- JOHN DEERE COMPANY

10-50

AWD5

UNIFORM COMMERCIAL CODE - STATEMENT OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, TERMINATION (Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR(S) (LAST NAME FIRST) ADDRESS(ES) Moore, Sr., Leonard E. 5215 Ed Prout Rd. Lothian, MD 20711	2. SECURED PARTY(IES) AND ADDRESS(ES) FORD MOTOR CREDIT COMPANY 10710 MIDLOTHIAN TURNPIKE P.O. BOX 36387 RICHMOND, VA. 23235
--	--

FOR FILING OFFICER (DATE, TIME, NUMBER AND FILING OFFICE)  
Liber 569 Folio 120

3. This statement refers to original Financing Statement No. 283938 Dated: June 25, 1991 11:04am

A. Continuation. . . . . <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release. . . . . <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:	C. Assignment. . . . . <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number shown above in the following property:	D. Termination. . . . . <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above. RECORDING FEE 10.00 POSTAGE .50
--	---	---	---

#343340 D263 R01 T0B:45

04/01/92

MARY M. ROSE

4. This transaction is exempt from the Recording Tax.

AA CO. CIRCUIT COURT

Filed with: A.A. Circuit Court - Mary M. Rose

Dated: March 25, 1992 By: Ford Motor Credit Co. B. Dunbar - Clerk

1078

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

NEWPORT SCIENTIFIC, INC.  
8246 E SANDY COURT  
JESSUP, MD 20794-0189

LEASE #2246

2. Secured Party(ies) and address(es)

MACHINE TOOL FINANCE CORPORATION  
1200 RT. 22, P.O. BOX 6857  
BRIDGEWATER, NJ 08807

For Filing Officer (Date, Time and Filing Office)

BOOK 579 PAGE 82

RECORD FEE 10.00

POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 010140

Filed with ANNE ARUNDEL COUNTY  
CIRCUIT COURT

Date Filed 8/3/87 19

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

#343350 C263 R01 T08:45

04/01/92

MARY M. ROSE

AA CO. CIRCUIT COURT

10-20

No. of additional Sheets presented:

MACHINE TOOL FINANCE CORPORATION

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: H. Brian Johnson  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

No. of additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es): <b>Hawley Fuel Trading Inc.          Empire State Building          Suite 8004          New York, NY 10118</b>	2. Secured Party(ies) Name(s) and Address(es): <b>Chemical Bank          Legal Division          20 Pine Street          New York City, NY 10005          1133</b>
4. For Filing Officer: Date Time No. Filing Office	

BOOK 573 PAGE 83

5. This statement refers to original Financing Statement No. 234228 LIBER 429 page 90 filed (date) 9/8/80 with Anne Arundel County, MD

6.  A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party)

RECORD FEE 10.00  
 POSTAGE .50  
 #143780 C263 R01 T09:50  
 04/01/92

This statement is to be indexed in the Real Estate Records Section Block MARY M. ROSE  
MD CO. CIRCUIT COURT

By \_\_\_\_\_ Signature(s) of Debtor(s) (only on amendment)

By Elizabeth Edmunds Signature(s) of Secured Party(ies)

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

No. of additional Sheets Presented:

3.  The Debtor is a transmitting utility.  
4 For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es):  
**Hawley Fuel Coal, Inc.**  
Reliance Building  
P. O. Box 188  
Altoona, PA 16603

2. Secured Party(ies) Name(s) and Address(es):  
**Chemical Bank**  
Legal Dept.  
20 Pine Street  
New York City, NY 10005  
1133

BOOK 579 PAGE 84

5 This statement refers to original Financing Statement No. 234229 LIBER 429 filed (date) 9/8/80 with Anne Arundel County, MD  
Page 91

- 6.  A. Continuation The original Financing Statement bearing the above file number is still effective. RECORD FEE 10.00
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the collateral. POSTAGE .50
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement to the Assignee whose name and address are shown below. #342000 0363 001 708:51
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required) 04/01/92

MARY M. ROSE

This statement is to be indexed in the Real Estate Records Section Block AA CO. CIRCUIT COURT

CHEMICAL BANK

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By Elizabeth Edmunds  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical  
(5/82)

STANDARD FORM - FORM UCC - 3 - Approved by the Secretary of State of New York

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of additional Sheets Presented:

3.  The Debtor is a transmitting utility.  
4. For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es):  
**Hawley Fuel Corporation**  
Empire State Building  
Suite 8004  
New York, NY 10118

2. Secured Party(ies) Name(s) and Address(es):  
**Chemical Bank**  
Legal Division  
20 Pine Street  
New York City, NY 10005  
1133

BOOK 579 PAGE 85

5. This statement refers to original Financing Statement No. 234227 LIBER 429 filed (date) 9/8/80 with Anne Arundel County  
Page 89 MD

- 6.  A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
#347010 C263 R01 T09:51  
04/01/92
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment The Financing Statement bearing the above file number is amended as set forth below (Signature of Debtor and Secured Party is Required)  
MARY M. ROSE  
AA CO. CIRCUIT COURT

This statement is to be indexed in the Real Estate Records. Section \_\_\_\_\_ Block \_\_\_\_\_ Lot \_\_\_\_\_

CHEMICAL BANK

By \_\_\_\_\_  
Signature(s) of Debtor(s) (only on amendment)

By Elizabeth Edmunds  
Signature(s) of Secured Party(ies)

**STANDARD FORM  
UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1**

**INSTRUCTIONS:**

1. PLEASE TYPE this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets, preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return third copy as an acknowledgement. At a later time, secured party may date and sign Termination Legend and use third copy as a Termination Statement.

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  <b>S &amp; S AUTOMOTIVE, INC.</b> MARTIN SCHWARTZ DAVID SCHWARTZ BARBARA SCHWARTZ MARIE SCHWARTZ P. O. Box 346 Owings Mills, MD 21227-0346	2. Secured Party(ies) and address(es)  <b>PRECISION TUNE, INC.</b> 1319 Shepard Drive P. O. Box 379 Sterling, VA 22170	For Filing Officer (Date, Time, Number and Filing Office)  BOOK <b>579</b> PAGE <b>86</b>  <b>286015</b>
--	---	--

4. This financing statement covers the following types (or items) of property:  All assets and property, tangible or intangible, of Debtors, whether now owned or hereafter acquired, including without limitation, all goods, equipment, machines, fixtures, inventory, supplies, accounts, receivables, contract rights, general intangibles, and any proceeds thereof or income therefrom, located or used at the following stores: (1) 6200 Baltimore National Pike, Baltimore, MD (2) 8101 Loch Raven Blvd., Baltimore, MD (3) 7233 Ritchie Hwy., Glen Burnie, MD (4) 1992 West St., Annapolis, MD (5) 10515-19 York Rd., Cockeysville, MD	5. Assignee(s) of Secured Party and Addresses(es)  RECORD FEE 15.00 POSTAGE .50 #343360 E263 R01 T08:47 04/01/92
--	---

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check x if so) Filed with: MARY M. ROSE

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected: AA CO. CIRCUIT COURT

Check x if covered:  Proceeds of Collateral are also covered.  Proceeds of Collateral are also covered. No. of additional Sheets presented:     

Martin Schwartz  
MARTIN SCHWARTZ

David Schwartz  
DAVID SCHWARTZ

Barbara Schwartz  
BARBARA SCHWARTZ

Marie Schwartz  
MARIE SCHWARTZ

S & S AUTOMOTIVE, INC. By: <u>[Signature]</u> Signature(s) of Debtor(s)	PRECISION TUNE, INC. By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	V.P. and General Counsel Title
---	--	---

(1) Filing Officer Copy - Alphabetical      **STANDARD FORM - FORM UCC-1.**      (For Use in Most States)

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NOT SUBJECT TO RECORDATION TAX

STATE OF MARYLAND

BOOK 579 PAGE 87

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 277162

RECORDED IN LIBER 540 FOLIO 535 ON 5/3/89 (DATE)

Anne Arundel County

1. DEBTOR

Name McDonald and Sons, Inc.

Address 8009 E. Old Jessup Road, Jessup, Maryland 20794

2. SECURED PARTY

Name Circle Business Credit, Inc. 7307288-4

Address 110 S. Jefferson Plaza, Whippany, New Jersey 07981

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> RECORD FEE 10.00 From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <i>Termination</i> MARY M. ROSE 04/01/92 AA CO. CIRCUIT COURT</p>

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Dated March 24, 1992

Circle Business Credit, Inc.  
*Beverly Burks*  
(Signature of Secured Party)

Beverly Burks, Adm. Asst.  
Type or Print Above Name on Above Line

**PARTIES**

**Debtor name** (last name first if individual) and mailing address:  
 DAVID COMBS  
 70 LYONS CREEK RD  
 LOTHIAN MD 20711 1

**Debtor name** (last name first if individual) and mailing address:  
 JENNIFER L. COMBS  
 70 LYONS CREEK RD  
 LOTHIAN MD 20711 1a

**Debtor name** (last name first if individual) and mailing address:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ 1b

**Secured Party(ies) names(s)** (last name first if individual) and address for security interest information:  
 EASY LIVING INC  
 5408 SOUTHERN MARYLAND BLVD  
 LOTHIAN MD 20711 2

**Assignee(s) of Secured Party name(s)** (last name first if individual) and address for security interest information:  
 GREEN TREE ACCEPTANCE, INC.  
 3062 PS BUSINESS CENTER  
 WOODBRIDGE VA 22192 2a

**Special Types of Parties** (check if applicable)  
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.  
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.  
 Debtor is a Transmitting Utility. 3

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

a.  acquired after a change of name, identity or corporate structure of the Debtor.  
 b.  as to which the filing has lapsed.  
 c. already subject to a security interest in another county in Pennsylvania:  
 when the collateral was moved to this county  
 when the Debtor's residence or place of business was moved to this county.  
 d. already subject to a security interest in another jurisdiction:  
 when the collateral was moved to Pennsylvania.  
 when the Debtor's location was moved to Pennsylvania.  
 e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

**Secured Party Signature(s)**  
 (required only if box(es) is checked above):

EASY LIVING INC  
*Diana L. Doughty, Agent*

STANDARD FORM - FORM UCC-1 (7-89)  
 Approved by Secretary of Commonwealth of Pennsylvania

**FINANCING STATEMENT**  
 Uniform Commercial Code Form UCC-1  
 IMPORTANT-Please read instructions on reverse side of page 4 before completing

**Filing No.** (stamped by filing officer): **BOOK 579 PAGE 88** **Date, Time, Filing Office** (stamped by filing officer): **286016**

This **Financing Statement** is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):  
 Secretary of the Commonwealth.  
 Prothonotary of \_\_\_\_\_ County.  
 real estate records of \_\_\_\_\_ County.

**Number of Additional Sheets** (if any): 7  
**Optional Special Identification** (Max. 10 characters): 8

**COLLATERAL**

**Identify collateral** by item and/or type:  
 1976 MARLETTE HOMES  
 14 X 70 SERIAL# 50266 AND INCLUDING  
 ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES  
 THEREIN AND THERETO: INCLUDING BUT NOT LIMITED TO THOSE  
 ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR  
 PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT  
 OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING  
 STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY 12.00  
 HOUSEHOLD GOODS AS DEFINED AT 16 CFR 122.51  
 THE STATE LAW EQUIVALENT STATUTE. 04/01/98

(check only if desired) Products of the collateral are also covered.

**Identify related real estate**, if applicable: The collateral is, or includes (check appropriate box(es)):

a.  crops growing or to be grown on - MARY H. ROSE  
 b.  goods which are or are to become fixtures on -  
 c.  minerals or the like (including oil and gas) as extracted on - AA CO. CIRCUIT COURT  
 d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:  
 Street Address:  
 Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_  
 for \_\_\_\_\_ County Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet.  
**Name of record owner** (required only if no Debtor has an interest of record): 10

**DEBTOR SIGNATURE(S)**

**Debtor Signature(s):**  
 1 DAVID COMBS *David W. Combs*  
 1a JENNIFER L. COMBS *Jennifer L. Combs*  
 1b \_\_\_\_\_ 11

**RETURN RECEIPT TO:**  
 GREEN TREE ACCEPTANCE, INC.  
 3062 PS BUSINESS CENTER  
 WOODBRIDGE VA 22192

FILING OFFICE ORIGINAL  
 NOTE - This page will not be returned by the Department of State.

REORDER FROM  
**Registre, Inc.**  
 514 PIERCE ST.  
 P.O. BOX 218  
 ANOKA, MN. 55303  
 (612) 421-1713

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. 286017

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name McCarters Welding & Fabrication, Inc.  
Address 4119 Shorehan Beach Road Mayo, Maryland 21106

2. SECURED PARTY

Name R & D Equipment Sales, Inc.  
Address P.O. Box 788 Gambrills, Maryland 21054  
ORIX Credit Alliance, Inc. P.O. Box 676 Hanover, Maryland 21076  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) RECORD FEE 17.00

ASSIGNEE OF THE SECURED PARTY: .50  
ORIX Credit Alliance, Inc.  
P.O. Box 676  
1331A Ashton Road  
Hanover, Maryland 21076  
04/01/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

McCarters Welding & Fabrication, Inc.  
David A. Brown Pres  
(Signature of Debtor)

DAVID A. BROWN, Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

R & D Equipment Sales, Inc.

Robert Spangler  
(Signature of Secured Party)

Robert Spangler, Pres.  
Type or Print Above Signature on Above Line

ORIX CREDIT ALLIANCE, INC.

CONDITIONAL SALE CONTRACT NOTE BOOK 579 PAGE 90

TO: R & D Equipment Sales, Inc. ("Seller")

FROM: McCarters Welding & Fabrication, Inc. ("Buyer")

P.O. Box 788 Gambrills, Maryland 21054 (Address of Seller)

4119 Shorehan Beach Road Mayo, Maryland 21106 (Address of Buyer)

The undersigned Buyer hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of property purchased (include make, year, model identification, model and serial numbers or marks): One (1) Used 1982 Case 586D, 6000# Rough Terrain Forklift S/N 9071476 And all attachments and accessories thereto.

Table with 2 columns: Description and Amount. (1) TIME SALES PRICE \$ 13,124.00; (2) Less DOWN PAYMENT In Cash \$ 2,000.00; (3) Less DOWN PAYMENT IN GOODS \* (Trade-in Allowance) \$ -0-; (4) CONTRACT PRICE (Time Balance) \$ 11,124.00

\*Description of any Trade-In:

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 4119 Shorehan Beach Road Mayo, Anne Arundel Maryland (City, County, State)

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of ORIX Credit Alliance, Inc. in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Eleven thousand one hundred twenty four and 00/100 Dollars (\$ 11,124.00) being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 24th day of April 1992, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 309.00 and the final installment being in the amount of \$ 309.00 with interest from the date hereof on the unpaid amount of said time

balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity of any installment and of the unpaid time balance after acceleration at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment, claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, general intangibles, contract rights, furniture, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred, direct and indirect, however arising and from whatever source. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: March 20, 1992 (SEAL)

BUYER(S)-MAKER(S): McCarters Welding & Fabrication, Inc. (SEAL)

Accepted: R & D Equipment Sales, Inc. (Print Name of Seller Here)

By: David D. Brown Pres (SEAL) Co-Buyer-Maker: (Print Name of Co-Buyer-Maker Here)

By: (Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by

**TERMS AND CONDITIONS OF CONDITIONAL SALE CONTRACT NOTE (Continued)**

Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate plus reasonable attorneys' fees (which are agreed to be equal to 20% of such sum), or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate plus said reasonable attorneys' fees, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and any Guarantor hereof agree that any public sale will be deemed commercially reasonable if notice thereof is mailed to them at least ten (10) days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale upon terms of 25% cash down and the balance within 24 hours and further agree that any private sale shall be deemed commercially reasonable if notice thereof is mailed to them at least 14 days before the sale date stated therein and credit given for the price stated. Holder, not being in the equipment business and in light of Buyer's obligation to maintain equipment, shall not be required to refurbish, repair or otherwise incur expenses in connection with preparing the collateral for sale but may sell its interest therein on an "as-is", "where-is" basis. **BUYER AND HOLDER WAIVE ANY AND ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING, CLAIM, DEFENSE, COUNTERCLAIM, CROSSCLAIM OR SETOFF INVOLVING BUYER, SELLER AND/OR HOLDER.** Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorneys' fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign this contract note. Late charges shall be calculated at one-fifteenth of 1% per day but not to exceed any maximum permitted by applicable law. This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. **AS PART OF THE CONSIDERATION FOR SELLER'S ENTERING INTO THIS CONTRACT, BUYER AND ANY GUARANTOR SIGNING BELOW HEREBY DESIGNATE AND APPOINT STUART B. GLOVER, ESQ., NEW YORK, NEW YORK, AND C-A CREDIT CORP., NEW YORK, NEW YORK, OR EITHER OF THEM, AS THEIR TRUE AND LAWFUL ATTORNEY-IN-FACT AND AGENT FOR THEM AND IN THEIR NAME, PLACE AND STEAD TO ACCEPT SERVICE OF ANY PROCESS WITHIN THE STATE OF NEW YORK, HOLDER AGREEING TO NOTIFY THEM AT THEIR ADDRESS SHOWN, OR THEIR LAST ADDRESS KNOWN TO HOLDER, BY CERTIFIED MAIL, WITHIN THREE DAYS OF SUCH SERVICE HAVING BEEN EFFECTED. BUYER, SELLER, HOLDER AND ANY GUARANTOR HEREOF AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF COURTS HAVING SITUS WITHIN THE STATE AND COUNTY OF NEW YORK (WHERE HOLDER'S PRINCIPAL PLACE OF BUSINESS IS LOCATED) FOR ALL ACTIONS, PROCEEDINGS, CLAIMS, COUNTERCLAIMS OR CROSSCLAIMS ARISING DIRECTLY OR INDIRECTLY IN CONNECTION WITH, OUT OF, OR RELATED TO THIS CONTRACT NOTE WITH THE SOLE EXCEPTION THAT AN ACTION TO RECOVER POSSESSION OF ALL OR PART OF THE COLLATERAL, HOWEVER DENOMINATED, MAY, IN THE SOLE DISCRETION OF HOLDER, BE BROUGHT IN A STATE OR FEDERAL COURT HAVING JURISDICTION OVER THE COLLATERAL. BUYER, SELLER, HOLDER, AND ANY GUARANTOR HEREOF EACH WAIVE ANY RIGHT THEY OR ANY OF THEM MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT IN ACCORDANCE HERewith.** Any provision hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

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**GUARANTY/ENDORSEMENT: THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF AND ANY AND ALL RENEWALS, CONTINUATIONS, MODIFICATIONS, EXTENSIONS, COMPROMISES, SUPPLEMENTS AND AMENDMENTS THEREOF, WITHOUT DEDUCTION BY REASON OF SET-OFF, DEFENSE OR COUNTERCLAIM. NOTICE OF ACCEPTANCE HEREOF AND ALL NOTICES OF ANY KIND, INCLUDING BUT NOT LIMITED TO EXTENSIONS, MODIFICATIONS AND COMPROMISES, TO WHICH WE MAY BE ENTITLED ARE HEREBY WAIVED. THE LIABILITY OF EACH OF THE UNDERSIGNED IS DIRECT AND UNCONDITIONAL AND MAY BE ENFORCED WITHOUT REQUIRING HOLDER FIRST TO RESORT TO ANY OTHER RIGHT, REMEDY OR SECURITY AND SHALL SURVIVE ANY REPOSSESSION OF COLLATERAL, WHETHER OR NOT SUCH CONSTITUTES AN ELECTION OF REMEDIES AGAINST BUYER; NOTHING SHALL DISCHARGE OR SATISFY OUR LIABILITY HEREUNDER EXCEPT THE FULL PERFORMANCE AND PAYMENT OF THE ABOVE CONTRACT NOTE, WHICH HAS BEEN READ AND IS HEREBY RATIFIED AND CONFIRMED. PAY TO THE ORDER OF ORIX CREDIT ALLIANCE, INC.**

(Guarantor-Endorser)

(L.S.)

(Guarantor-Endorser)

(L.S.)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER:** For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to ORIX CREDIT ALLIANCE, INC. ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement, Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing written agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement. Seller represents and warrants that Seller knows of nothing which may (a) make the contract less valuable or (b) if disclosed to Assignee would adversely affect Assignee's decision to acquire the contract or (c) would be or have been a default under the contract. Pay to the order of ORIX Credit Alliance, Inc.

Date: \_\_\_\_\_, 19 \_\_\_\_\_

(Corporate, Partnership or Trade Name or Individual Signature) (SEAL)

Signature of Seller

(Witness)

By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

ASSIGNMENT

BOOK 579 PAGE 92

FOR VALUE RECEIVED, we hereby sell, assign and transfer to ORIX Credit Alliance, Inc. (herein called "OCAI"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated March 20, 1992

between R & D Equipment Sales, Inc., as Seller/Lessor/Mortgagee

and McCarters Welding & Fabrication, Inc. 4119 Shorehan Beach Road Mayo, Maryland 21106  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in OCAI to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to OCAI and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that OCAI has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to OCAI all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that OCAI may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to OCAI to release, by operation of law or otherwise, and/or compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and OCAI applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce OCAI to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to OCAI, would adversely affect OCAI's decision to acquire the contract; and (2) the unpaid balance of the contract assigned hereby is \$ 11,124.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 20th day of March, 19 92

R & D Equipment Sales, Inc. (Seal)  
(Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE

BOOK 579 PAGE 93

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267024

RECORDED IN LIBER Book 510 Page 477 FOLIO ON April 8, 1987 (DATE)

1. DEBTOR

Name Patisfrance, Inc.

Address 8332 Bristol Court, Suite 108, Jessup, MD 20794

2. SECURED PARTY

Name Banque Nationale de Paris, New York Branch

Address 499 Park Avenue, New York, NY 10022, Attn: Credit Dept.

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

RECORD FEE 10.00

POSTAGE .50

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following: MARY N. ROSE</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) CIRCUIT COURT</p>

#343480 0263 R01 109:02

09/01/92

XX

CIRCUIT COURT

RETURN TO:

INFOSEARCH, INC.  
P.O. Box 1110  
Albany, NY 12201

102

PATISFRANCE, INC.

Dated \_\_\_\_\_

BANQUE NATIONALE DE PARIS, New York Branch

(Signature of Secured Party)

*Nathalie Coulon* NATHALIE COULON

Type or Print Above Name on Above Line

NATHALIE COULON, ASST. TREAS.

STATE OF MARYLAND

BOOK 579 PAGE 94

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278064

RECORDED IN LIBER 544 FOLIO 86 ON July, 25, 1989 (DATE)

1. DEBTOR

Name Concrete Placing Services of MD, Inc.  
Address 708 Crain Hwy, Glen Burnie, MD 21061

2. SECURED PARTY

Name Midlantic Commercial Leasing Corp.  
Address 225 W. 34th Street, New York, NY 10122  
Dale Ames, 10237 Southard Drive, Beltsville, MD 20705

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00

3. Maturity date of obligation (if any)

POSTAGE .50

#343710 D263 R01 T09:44

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>Termination</b></p>

04/01/92

M. ROSE

AA CO. CIRCUIT COURT

1992 JAN 2 CHECK  FORM OF STATEMENT

Dated January 15, 1992

Midlantic Commercial Leasing Corp.

(Signature of Secured Party)

Susan Gallagher, Agent

Type or Print Above Name on Above Line

10-3

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented: 1

3.  The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):

Macy's Northeast Inc.  
151 West 34th Street  
New York, N.Y. 10001  
with stores throughout  
the State of Maryland

2. Secured Party(ies) Name(s) and Address(es)

Sol Greenberg and Sons  
International Inc.  
30 West 47th Street  
New York, New York 10036

4 For Filing Officer Date, Time, No. Filing Office

BOOK 579 PAGE 95  
286018

5. This Financing Statement covers the following types (or items) of property:

Diamonds, diamond rings and all other jewelry heretofore or hereafter delivered by Secured Party (Consignor) to Debtor (Consignee) including the items on Schedule "A" annexed and all proceeds thereof, including cash from open invoices. THIS IS A CONSIGNMENT FILING

6. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00  
POSTAGE .50

8. Describe Real Estate Here:  Products of the Collateral are also covered

This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

The described crop  
 The described goods are or are to be affixed to  
 The lumber to be cut or minerals or the like (including oil and gas) is on  
\* (Describe Real Estate Below)  
#J43720-0263-101 709:45  
6004/01/92  
MARY M. ROSE

AA CO. CIRCUIT COURT

No. & Street

Town or City

County

Section

Block

Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- which is proceeds of the original collateral described above in which a security interest was perfected, or
- acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or already subject to a security interest in another jurisdiction.
- when the collateral was brought into the state, or  when the debtor's location was changed to this state.

MACY'S NORTHEAST INC.

By

Signature(s) of Debtor(s)

SOL GREENBERG AND SONS INTERNATIONAL INC.

By

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical  
5/821

STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

Style No. of Secured Party	Shape & Size	Mounting Style	Quality	Price
M6000	.71x.24x.10	15	WAA	\$1840
M6001	.80	16	WA	1155
M6002	.92x.24x.10	15	WA	1895
M6003	.92x.50	43	WA	1870
M6004	.95x.25	25	WAA	2415
M6005	1.01x.15	5	WA	2120
M6006	1.02x.55	14	WAA	2845
M6007	1.03	54	WAA	2380
M6008	1.05	19	WAA	2385
M6009	1.11x.11	7	WA	2220
M6010	1.13x.05	6	WA	1700
M6011	1.13x.35x22	44	WAA	3145
M6012	1.15	53	WA	1675
M6013	1.22x.17	9	WAA	2790
M6014	1.28x.20	29	WA	2710
M6015	1.28x.50	39	WA	2690
M6016	1.30x.40	72	WAA	3160
M6017	1.32x.50	39	WA	2885
M6018	1.40x.55	14	WAA	3680
M6019	.66x.05	1	WAA	1315
M6020	.80x.05	1	WA	1005
M6021	.81x.55	14	WA	1815
M6022	.84x.10	4	WAA	1665
M6023	.85x.03	3	WA	1305
M6024	.95x.40	36	WAA	2280
M6025	.95x.16	8	WAA	2215
M6026	.96x.55	14	WA	2235
M6027	.96	18	WAA	2090
M6028	1.00x.11	7	WA	1915
M6029	.92x.16	8	WA	1740
M6030	ps.67	19	WA	1015
M6031	ps.68x.5	43	WAA	1555
M6032	ps.69	20	WAA	1455
M6033	ps.73	18	WA	1100
M6034	ps.74x.12	12	WAAA	2025
M6035	ps.74	16	WAA	1410
M6036	ps.75x.20	32	WA	1335
M6037	ps.87x.22	2	WAA	1760
M6038	ps.94x.20	32	WA	1905
M6039	ps1.01x.12	12	WAA	2395
M6040	ps1.15x.11	7	WAA	2925
M6041	ps1.20x.35x.22	49	WAAA	3690
M6042	ps1.23x.24x.10	15	WAAA	3680
M6043	ps1.35x.40	72	WAA	3845
M6044	ps1.43x.53	14	WA	3460
M6045	.68x.16	8	WAA	1515
M6046	.75	27	WAA	1555
M6047	.77x.15	5	WAA	1585
M6048	.86x.35x.22	44	WAA	2585
M6049	.90x.15	5	WA	1325
M6050	.91x.11x.35	68	WA	2115
M6051	.93x.20	29	WA	1890
M6052	.95x.16	8	WAA	2360
M6053	.96x.22	2	WA	1965
M6054	.87x.32	13	WA	1655
M6055	1.01x.07	F269	WAA	2755
M6056	1.09x.25	34	WAA	2875
M6057	1.10x.07	F269	WAA	2550
M6058	1.10x.25	25	WAA	2745
M6059	1.13x.12	12	WAA	2720
M6060	1.15x.15	5	WAAA	3420
M6061	1.32x.25	25	WAA	3230
M6062	1.53x.55	14	WA	2895
M6063	HS 1.14	21	WAA	2640
M6064	OU 1.03	54	WAA	2380
M6065	2-1.43		WAA	2610
M6066	2-1.43		WA	2110
M6067	2-1.44		WA	2410
M6068	2-1.50		WAA	2815
M6069	2-1.50		WAA	2815
M6070	2-1.55		WAA	2830
M6071	2-1.87		WA	3130
M6072	2-2.26		WA	4225
M6073	2-2.53		WA	4600

45.50

To Be Recorded In The Land And Chattel Records Of The Local Jurisdiction And Among The Financing Statement Records Of The State Department Of Assessments And Taxation.

Subject To Recordation Tax<sup>286019</sup> In The Amounts Set Forth On The Attached Certificate And Paid To The Clerks Of The Circuit Courts Of Baltimore County, Baltimore City, Wicomico County, Allegany County, Frederick County, Prince George's County, and Anne Arundel County.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

1. **DEBTOR:** **SCHMIDT BAKING COMPANY INCORPORATED**  
7801 Fitch Lane  
Baltimore, Maryland 21236

2. **SECURED PARTY:** **MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY**  
2 Hopkins Plaza  
Baltimore, Maryland 21201  
Attention: Asset Based Lending Division  
RECORD FEE 45.00  
POSTAGE .50  
263 R01 T09:49  
04/01/92

3. This Financing Statement covers and the Debtor grants a security interest to the Secured Party in the following:

- a. All of the tangible and intangible assets of the Debtor, including, but not limited to the following kinds and types of property, wherever located, whether now owned or hereafter acquired by the Debtor, together with all replacements, and renewals thereof, and all accessions, additions, replacement parts, manuals, warranties and packaging relating thereto:
  - (i) Accounts, Instruments, Documents, Chattel Paper, General Intangibles, Equipment and Goods as those terms are defined in the Maryland Uniform Commercial Code - Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Maryland, as amended;

- (ii) Contract Rights as that term is defined in the 1962 version of the Uniform Commercial Code, as well as all contracts with customers, deposits and prepayments;
- (iii) Fixtures as that term is defined by the common law of the state in which the fixtures are physically located;
- (iv) Accounts, Contract Rights, Instruments, Documents, General Intangibles, Chattel Paper, notes, notes receivable, drafts, acceptances, and choses in action, now existing or hereafter created or acquired, and all proceeds and products thereof, and all rights thereto, arising from the sale or lease of or providing of Inventory, Goods, or services by the Debtor to customers, as well as all rights, contingent or non-contingent, of any kind of the Debtor to receive payment, benefit or credit from any person;
- (v) Inventory, goods, merchandise, materials, raw materials, goods in process, finished goods, work in progress, bindings or component materials, packaging and shipping materials and other tangible or intangible personal property, now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or which contribute to the finished products or the sale, promotion, storage and shipment thereof, whether located at facilities owned or leased by the Debtor, in the course of transport to or from customers, placed on consignment, or held at storage locations (all of the foregoing being herein, "Inventory");
- (vi) Rights to returned, rejected, or repossessed Inventory and rights of reclamation and stoppage in transit with respect to Inventory sold to customers;
- (vii) All monies, bank accounts, or deposits with any financial institution;
- (viii) Contracts with customers, deposits, prepayments and rights to tax refunds;
- (ix) Leasehold improvements;
- (x) All machinery and equipment of every kind and nature, together with all additions and accessions

thereto, replacements thereto, all parts thereto, and all manuals, drawings, instructions, warranties and rights with respect thereto;

- (xi) All franchises, subfranchises, rights to distribute, sales agencies, licenses, permits, leases, rights to indemnification, rights as insured, including the right to be provided a defense, warranty rights, concessions and concession rights, customer lists, yellow page or trade journal listings, telephone numbers, and any and all other property or rights necessary, convenient, or proper with respect to the continued operation of the business of the Debtor as now or hereafter conducted by the Debtor or with respect to the operation or use of the Debtor's Equipment, Fixtures or real property;
  - (xii) All patents and patent applications, together with the right to sue for past, present, and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof and all improvements thereon;
  - (xiii) All trademarks, trade names, and trade secrets, together with the right to sue for past, present, and future violations corresponding thereto, and all good will associated therewith;
  - (xiv) All copyrights, together with the right to sue for past, present, or future violations or infringements of rights of the copyrights, and all renewals, extensions and continuations thereof;
  - (xv) All rights of the Debtor as a secured party with respect to collateral security now or hereafter securing any of the obligations of third parties to the Debtor, together with all agreements and instruments evidencing or creating any such security; and
  - (xvi) All records relating to or pertaining to any of the above.
- b. All of the Debtor's right, title and interest in and to, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or

share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The proceeds and products of all the collateral are secured, as are future advances and after acquired property.
5. The above described collateral may be affixed to the real property described on Exhibit "A" attached hereto. The record owner(s) of such real property are indicated on Exhibit "A".

**DEBTOR:**

SCHMIDT BAKING COMPANY INCORPORATED,  
A Maryland Corporation

By: *J. Sunca* (SEAL)  
Name: WALTER J. SUNCA  
Title: VICE PRES.  
Date: March 13th, 1992

TO FILING OFFICER: After this Statement has been recorded, please return to:

JOSEPH R.S. TYSSOWSKI, JR., ESQUIRE  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (JRST) 11089

EXHIBIT A

<u>PROPERTY LOCATION</u>	<u>RECORD OWNER</u>
1. 7801 Fitch Lane Baltimore, Maryland 21236	Schmidt Baking Company, Incorporated
2. 2816 Edmondson Avenue Baltimore, Maryland 21223	Schmidt Baking Company, Incorporated
3. 6701 Moravia Park Drive Baltimore, Maryland 21237	WHW Property Enterprise
4. 7717 Fitch Lane Baltimore, Maryland 21236	Schmidt Baking Company, Incorporated
5. 3 Margaret Avenue Baltimore, Maryland 21221	Jennings Eastern Partnership
6. 8800 Kelso Drive Baltimore, Maryland 21221	Kelso Joint Venture
7. 4701 Trident Court Baltimore, Maryland 21227	The Halethorpe Distribution Center Partnership
8. 6838-A English Muffin Way Frederick, Maryland 21701	D. M. Bowman, Inc.
9. 3009 Kaverton Road Forestville, Maryland 20747	Maryland National Bank
10. 4425 Fitch Lane Baltimore, Maryland 21236	Abrams Development Group, Inc.
11. Rye Street LaVale, Maryland 21502	Schmidt Baking Company, Incorporated
12. 113 Olive Street Salisbury, Maryland 21801	Schmidt Baking Company, Incorporated

PROPERTY LOCATION

RECORD OWNER

- |     |  |                                     |
|-----|--|-------------------------------------|
| 13. | 1534 N. Salisbury Boulevard<br>Salisbury, Maryland 21801                                   | John N. Ward and<br>Frances W. Ward |
| 14. | 360 Gov. Ritchie Highway<br>White Road and Ritchie Highway<br>Severna Park, Maryland 21146 | Didonato Properties                 |

BOOK 579 PAGE 103

RECORDATION TAX CERTIFICATE  
(Real and personal property in multiple  
Maryland counties and in other states)

SCHMIDT BAKING COMPANY, INCORPORATED ("Debtor") certifies that: (i) the Debtor paid recordation tax on Two Million Dollars (\$2,185,000.00) of debt secured by the attached Financing Statements and Amendment To Deed Of Trust upon the filing of the Deed Of Trust referred to in the Amendment To Deed Of Trust; (ii) the property securing the below described debt is located partly within the State of Maryland and partly in other states; and (iii) the books and records of the Debtor show that the property securing the below described debt which is located in the State of Maryland is located partly in each of the following jurisdictions, and show the following values for such property:

\$7,235,000.00	Total additional debt to Mercantile-Safe Deposit And Trust Company secured by the attached Financing Statement and Amendment To Deed Of Trust on which recordation tax has not been previously paid.
\$ <u>11,057,161</u> (B)	Total value of all property securing debt.

BALTIMORE COUNTY

Amount of debt attributable to real property located in Baltimore County:

\$ <u>1,342,290</u> (C)	Total value of all real property securing debt located in Baltimore County.
----------------------------	---

*\$ <u>1,342,290</u> (C)	X	\$7,235,000.00	=	**\$ <u>875,500</u> (D)
\$ 11,057,161 (B)				

Amount of tax due on debt attributable to real property located in Baltimore County:

\$ <u>875,500</u> (D)	X	\$2.50/\$500	=	\$ <u>4,377.50</u>
-----------------------	---	--------------	---	--------------------

Amount of debt attributable to personal property located in Baltimore County and subject to tax:

\$ <u>4,240,993</u> (E)	Total value of all non-exempt personal property securing debt located in Baltimore County (including equipment and fixtures).
----------------------------	---

*\$ <u>4,240,993</u> (E)	X	\$7,235,000.00	=	**\$ <u>2,778,500</u> (F)
\$ 11,057,161 (B)				

BOOK 579 PAGE 104

Amount of tax due on debt attributable to personal property located in Baltimore County:

$$\$ 2,778,500 \text{ (F)} \times \$2.50/\$500 = \$ 13,892.50$$

ALLEGANY COUNTY

Amount of debt attributable to real property located in Allegany County:

\$ 325,180  
(G)

Total value of all real property securing debt located in Allegany County.

$$*\$ 325,180 \text{ (G)} \times \$7,235,000.00 = **\$ 210,000 \text{ (H)}$$

$$\$ 11,057,161 \text{ (B)}$$

Amount of tax due on debt attributable to real property located in Allegany County:

$$\$ 210,000 \text{ (H)} \times \$2.20/\$500 = \$ 924.00$$

Amount of debt attributable to personal property located in Allegany County and subject to tax:

\$ 401,049  
(I)

Total value of all non-exempt personal property securing debt located in Allegany County (including equipment and fixtures).

$$*\$ 401,049 \text{ (I)} \times \$7,235,000.00 = **\$ 260,500 \text{ (J)}$$

$$\$ 11,057,161 \text{ (B)}$$

Amount of tax due on debt attributable to personal property located in Allegany County:

$$\$ 260,500 \text{ (J)} \times \$2.20/\$500 = \$ 1,146.20$$

WICOMICO COUNTY

Amount of debt attributable to real property located in Wicomico County:

\$ 194,220  
(K)

Total value of all real property securing debt located in Wicomico County.

$$*\$ 194,220 \text{ (K)} \times \$7,235,000.00 = **\$ 130,500 \text{ (L)}$$

$$\$ 11,057,161 \text{ (B)}$$

BOOK 579 PAGE 105

Amount of tax due on debt attributable to real property located in Wicomico County:

$$\text{\$ } \underline{130,500} \text{ (L)} \times \$2.30/\$500 = \text{\$ } \underline{600.30}$$

Amount of debt attributable to personal property located in Wicomico County and subject to tax:

$$\text{\$ } \underline{357,627} \text{ (M)}$$

Total value of all non-exempt personal property securing debt located in Wicomico County (including equipment and fixtures).

$$\begin{array}{l} *\$ \underline{357,627} \text{ (M)} \\ \$ \underline{11,057,161} \text{ (B)} \end{array} \times \$7,235,000.00 = **\$ \underline{232,000} \text{ (N)}$$

Amount of tax due on debt attributable to personal property located in Wicomico County:

$$\text{\$ } \underline{232,000} \text{ (N)} \times \$2.30/\$500 = \text{\$ } \underline{1,067.20}$$

BALTIMORE CITY

Amount of debt attributable to personal property located in Baltimore City and subject to tax:

$$\text{\$ } \underline{706,728} \text{ (O)}$$

Total value of all non-exempt personal property securing debt located in Baltimore City (including equipment and fixtures).

$$\begin{array}{l} *\$ \underline{706,728} \text{ (O)} \\ \$ \underline{11,057,161} \text{ (B)} \end{array} \times \$7,235,000.00 = **\$ \underline{463,500} \text{ (P)}$$

Amount of tax due on debt attributable to personal property located in Baltimore City:

$$\text{\$ } \underline{463,500} \text{ (P)} \times \$2.75/\$500 = \text{\$ } \underline{2,549.25}$$

MONTGOMERY COUNTY

Amount of debt attributable to personal property located in Montgomery County and subject to tax:

\$ 0  
(Q)

Total value of all non-exempt personal property securing debt located in Montgomery County (including equipment and fixtures).

\*\$                      (Q) X \$7,235,000.00 = \*\*\$                      (R)  
\$                      (B)

Amount of tax due on debt attributable to personal property located in Montgomery County:

\$                      (R) X \$2.20/\$500 = \$                     0

PRINCE GEORGE'S COUNTY

Amount of debt attributable to personal property located in Prince George's County and subject to tax:

\$ 181,235  
(S)

Total value of all non-exempt personal property securing debt located in Prince George's County (including equipment and fixtures).

\*\$ 181,235 (S) X \$7,235,000.00 = \*\*\$ 116,000 (T)  
\$ 11,057,161 (B)

Amount of tax due on debt attributable to personal property located in Prince George's County:

\$ 116,000 (T) X \$2.20/\$500 = \$ 510.40

ANNE ARUNDEL COUNTY

Amount of debt attributable to personal property located in Anne Arundel County and subject to tax:

\$ 0  
(U)

Total value of all non-exempt personal property securing debt located in Anne Arundel County (including equipment and fixtures).

\*\$                      (U) X \$7,235,000.00 = \*\*\$                      (V)  
\$                      (B)

Amount of tax due on debt attributable to personal property located in Anne Arundel County:

\$ \_\_\_\_\_ (V) X \$3.50/\$500 = \$ \_\_\_\_\_ 0

FREDERICK COUNTY

Amount of debt attributable to personal property located in Frederick County and subject to tax:

\$ 66,371  
(W)

Total value of all non-exempt personal property securing debt located in Frederick County (including equipment and fixtures).

\*\$ 66,371 (W) X \$7,235,000.00 = \*\*\$ 43,500 (X)  
\$ 11,057,161 (B)

Amount of tax due on debt attributable to personal property located in Frederick County:

\$ 43,500 (X) X \$3.50/\$500 = \$ 304.50

SCHMIDT BAKING COMPANY, INCORPORATED

By:

Leonard V. Bunce

Name: Leonard V. Bunce

Title: Vice President

\*rounded off to third place after decimal  
\*\*rounded up to next multiple of \$500

PRINT OR TYPE ALL INFORMATION

BOOK 579 PAGE 108

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

Clerk of Circuit Court for Anne Arundel County **286020**

FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

Ferguson Trenching Co. Inc.  
123 Ferguson Road  
Annapolis, MD 21401

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00

#743850 0263 R01 T09:53

Name & address of Secured Party

Ingersoll-Rand Company,  
Ingersoll-Rand Equipment Sales Division  
5681 Main Street  
Elkridge, MD 21227

Name & address of Assignee

04/01/92

Associates Commercial Corporation  
P. O. Box 241385  
Charlotte, NC 28224-1385  
MARY H. ROSE  
AA CO. CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

One (1) Ingersoll-Rand Model P160WJD Portable Air Compressor, S/N: 182827 complete with all present and future attachments, accessories, replacement parts, repairs, additions and all proceeds thereof.

RECORDATION TAX EXEMPT - CONDITIONAL SALES CONTRACT.

Describe Real Estate if applicable:

Ferguson Trenching Co. Inc.

Signature of Debtor if applicable (Date)

Stan N. Ferguson, President

Ingersoll-Rand Company,  
Ingersoll-Rand Equipment Sales Division

Signature of Secured Party if applicable (Date)

Bradley W. Berger

Bradley W. Berger, Operations Manager

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC 1

BOOK **579** PAGE **109**  
 Identifying File No. **286021**

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated March 17, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Outdoor Power, Inc.  
 Address 436 Chinquapin Round Road Annapolis, MD 21401

2. SECURED PARTY

Name Whirlpool Financial Corporation  
 Address P.O. Box 1119 Mt. Laurel, NJ 08054

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

all inventory new or used, now owned or hereafter acquired, wherever located, including but not limited to, all returns, repossessions and parts, and all chattel paper, instruments, documents, accounts, general intangibles, contract rights and security agreements, and all cash and non-cash proceeds of any of the foregoing, when such Inventory has been financed by Whirlpool Financial Corporation.

RECORD FEE	11.00
POSTAGE	.50
#343930 0263 R01 T10:00	
04/01/92	

MARY H. ROSE

AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Outdoor Power, Inc.

(Signature of Debtor)

Kenneth R. Wayne - Pres.  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Jeffrey Kremench  
 Type or Print Above Signature on Above Line

117  
5

*Amended to 11.50*

MARYLAND FINANCING STATEMENT

286022

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. LESSEE: Coastal Resources, Inc.  
 (Name or Names)  
2086 Generals Highway, Suite 305, Annapolis, Maryland 21401  
 (Address) CI 5182
- LESSEE: \_\_\_\_\_  
 (Name or Names)  
 \_\_\_\_\_  
 (Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.  
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) \_\_\_\_\_  
 Of LESSOR: (Name or Names)  
 \_\_\_\_\_  
 (Address)

- 4. This financing Statement covers the following types (or items) of property:
 

	RECORD FEE	11.00
	POSTAGE	.50
1 - Toshiba 3910 Copier		
	#343980 C263 R01 T10:14	
		04/01/92

MARY M. ROSE  
AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>Coastal Resources, Inc.</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u>Betsy Weinkam Vice President</u> (Title) <u>Betsy Weinkam</u> (Type or print name of signer)	By: <u>Donald A. Lounsbury</u> Credit Manager (Title) <u>Donald A. Lounsbury</u> (Type or print name of signer)
By: _____ (Title) _____ (Type or print name of signer)	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> 9506 Harford Road Baltimore, MD 21234

*11*  
*5*



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3. Maturity date (if any)

1. Debtor(s) (Last Name First) and address(es)

Intercap Graphics Systems, Inc.  
116 Defense Highway, Suite 400  
Annapolis, MD 21401  
Anne Arundel  
4144-96557

2. Secured Party(ies) and address(es)

HEWLETT-PACKARD COMPANY  
Finance & Remarketing Division  
1360 Kifer Road  
Sunnyvale, CA 94086

For Filing Officer (Date, Time, Number, and Filing Office)

BOOK 579 PAGE 111  
RECORD FEE 17.00  
POSTAGE .50

4. This financing statement covers the following types (or items) of property: 285023

Hewlett-Packard Equipment per the attached equipment schedule  
\*\*\*Debtor has authorized secured party to file  
Proceeds of Collateral are covered

"This Equipment is not subject to recordation tax."  
"Pursuant to tax Property article #12-108K(4)"  
to perfect a security interest taken or retained by a seller of  
collateral to secure all or part of its price.

5. Assignee(s) of Secured Party and Address(es)

MARY H. ROSE  
AA CO. - CIRCUIT COURT

#344010 C263 R01 T10:1B  
04/01/92

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Intercap Graphics Systems, Inc.

BY HEWLETT-PACKARD COMPANY, ITS ATTORNEY IN FACT

HEWLETT-PACKARD COMPANY

By:

*[Signature]*

Signature(s) of Debtor(s)

By:

*[Signature]*

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

# HEWLETT-PACKARD

## LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 579 PAGE 112

LESSOR: HEWLETT-PACKARD COMPANY  
Finance and Remarketing Division  
1360 Kifer Road  
Sunnyvale, CA 94086

LESSOR TAX I.D. #: 94-1081436

Lease Agreement # 4144-96557

Ref: Master Lease Agreement # 4144-96557

LESSEE: InterCap Graphics Systems, Inc.  
(Full Legal Name of Lessee)  
116 Defense Highway, Suite 400  
(Street Address)  
Annapolis, Anne Arundel, MD 21401  
(City) (County) (State) (Zip Code)  
Shawn Watt (410) 224-2926 Federal Tax I.D. #: \_\_\_\_\_  
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street Same as above  
City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- Master Lease Agreement # 4144-96557  HP Product Warranty, Form # A4K34, Rev. \_\_\_\_\_
- Purchase Discount Agreement # A4K34  HP Software Terms, Form # A4K34, Rev. \_\_\_\_\_
- HP State/Local Government Rider Form # \_\_\_\_\_, Rev. \_\_\_\_\_  \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- Early Buyout Schedule dated 2/1/92  \_\_\_\_\_
- \_\_\_\_\_  \_\_\_\_\_

### Terms and Conditions:

- 1. Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
- 2. Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 24 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.
- 3. Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successor or assigns the sum of \$ 2,818.52 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.
- 4a. Amount Financed:** The total amount financed under this Schedule and Agreement, after deducting all applicable credits and discounts is \$ 59,387.25.
- 4b. Interest:** [Applicable only to installment sales and leases with \$1.00 buyout options.] The total amount of interest to be paid under this Equipment Schedule and Payment Agreement is \$ 8,257.23.
- 5. Purchase, Renewal, Return Options:** Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable lease term or subsequent renewal term, Lessee shall have the option to exercise the following options by providing Lessor with at least sixty (60) days prior written notice of its intention to:
  - (i) purchase all or some of the Equipment covered by this Agreement for:** (CHECK ONE)
    - The then fair market value of each item of equipment to be purchased. Should Lessee elect to purchase the Equipment at the end of the initial or any renewal term, Lessor will advise the Lessee in writing as to the then applicable Fair Market Value for each item of equipment to be purchased.
    - OR
    - One Dollar (\$1.00) of all items of Equipment (available only for State and Local Government Leases or with special approval);
    - OR
    - Fixed Purchase Option of \_\_\_\_\_% of the original amount to finance of the Equipment to be purchased; plus any accrued late charges and taxes applicable to the transfer of this Equipment.
  - (ii) renew all or some of the Equipment covered by this Agreement for an additional non-cancellable period of twelve (12) months for the:**

$$\left[ \frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[ \text{Original Monthly Payment} \cdot 25\% \right]$$

(iii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[ \frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[ \text{Original Monthly Payment} \right]$$

(iv) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Schedule and Agreement, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (iii) above.

During the renewal period, Lessee may purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with sixty (60) days prior written notice. If Lessee has selected a fixed-price purchase option, during the renewal period, such purchase option shall be redetermined based on total lease term.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

**Equipment Schedule:**

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------	-----------------	----------------	--------------------

Per attached Equipment Schedule: A

Downpayment due 30 days before scheduled shipment. Delivery shall be no later than 6 months after signature date or less than 5 months before.

Patricia Addington Int.

NET PRICE - HARDWARE	<u>\$61,884.00</u>
NET PRICE - SOFTWARE	<u>\$17,299.00</u>
TOTAL NET PRICE - EQUIPMENT	<u>\$79,183.00</u>
OTHER COSTS	_____
LESS: DOWN PAYMENT/CREDITS	<u>(\$19,795.75)</u>
AMOUNT TO FINANCE	<u>\$59,387.25</u>

By execution hereof, the signer certifies that s/he has read this Agreement and the attached Exhibits, and that s/he is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY  
 BY: Patricia Addington  
Authorized Signature  
 NAME/TITLE: Patricia Addington/SF Manager  
 DATE: 3/20/92

LESSEE: Interchap Graphics Systems, Inc.  
 BY: A.G.W. Biddle III  
Authorized Signature  
 NAME/TITLE: A.G.W. Biddle III  
 DATE: 3/12/92



EQUIPMENT SCHEDULE: A  
 INTERCAP GRAPHICS SYSTEMS

LEASE #: 4144-96557

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE (\$)	ITEM DISC	ITEM NET PRICE (\$)	EXTENDED NET PRICE (\$)
4	A2211A	16" COLOR MONITOR	13965.00	40.00%	8379.00	33,516.00
11	A1099B	LOCALIZATION KIT	100.00	40.00%	60.00	660.00
11	OPT ABA	US VERSION	0.00		0.00	0.00
1	A2221A	SCSI DISK	2500.00	40.00%	1500.00	1,500.00
7	A2289A	GRAYSCALE MONITOR	6240.00	40.00%	3744.00	26,208.00
7	*OPT AMK	SCSI DISK DRIVE	2500.00	40.00%	1500.00	10,500.00
7	*OPT ODJ	RUNTIME INSTANT IGN	75.00	40.00%	45.00	315.00
1	*B2826A	CD-ROM	0.00	0.00%	0.00	0.00
1	*OPT AAB	CD-ROM MEDIA KIT	595.00	40.00%	357.00	357.00
1	*B2355A	SERIES 700 DOCUMENT	0.00	0.00%	0.00	0.00
1	*OPT OBC	LICENSE TO USE	795.00	40.00%	477.00	477.00
1	*B1179B	INTERFACE ARCHITECT	0.00	0.00%	0.00	0.00
1	*OPT UAO	HP INTERFACE	5000.00	0.00%	5000.00	5,000.00
1	*B1180B	INTERFACE ARCHITECT	0.00	0.00%	0.00	0.00
1	*OPT OBJ	ADD'L COPY OF DOCUM	150.00	0.00%	150.00	150.00
1	*OPT AAH	SW ON DDS TAPE	500.00	0.00%	500.00	500.00

NET PRICE-HARDWARE 61,884.00  
 NET PRICE-SOFTWARE 17,299.00

TOTAL NET PRICE EQUIPMENT 79,183.00  
 OTHER COSTS 0.00  
 LESS DOWN PAYMENT 19,795.75

AMOUNT TO FINANCE 59,387.25

\* Indicates software item

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)  
MINION, TANYA RENEE  
782 POWHATAN BENCH RD  
PASADENA MD 21122

2 Secured Party(ies) and address(es)  
BUTTER BUILT  
4496 MOUNTAIN RD  
PASADENA, MD 21122

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

#344210 0363 601 110:47

4. This financing statement covers the following types (or items) of property.

TP-40 PULLT STOLK

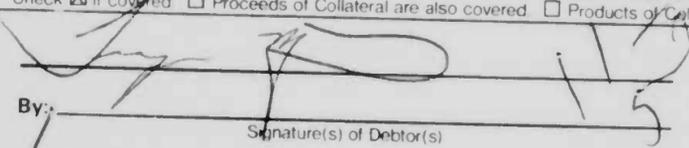
5 Assignee(s) of Secured Party and Address(es)

SECURITY PARTNER 04/01/92  
2568A WYOM. AVE #101  
ANNAPOLIS, CIRCUIT COURT  
21401

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

By:   
Signature(s) of Debtor(s)

By: BUTTER BUILT  
DON LENNOX  
Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

\*1 Filing Officer Copy-Alphabetical

STATE OF MARYLAND  
**286025**  
 FINANCING STATEMENT FORM UCC-1

BOOK **579** PAGE **116**  
 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arthur & Pauline Lee Lee Video Inc DBA West Coast Video  
 Address 1322 Cape St Claire Rd Annapolis MD 21401  
2657C Annapolis Rd Hanover, MD 21075

2. SECURED PARTY

Name Major Video Concepts, Inc  
P.O. Box 10000  
 Address Richmond VA 23227-5000

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

All inventory of the Debtor distributed by the Secured Party, including, without limitation, all prerecorded video tapes, video discs, blank video cassettes, and video accessories, whether now or at any time hereafter, owned by or in the custody or possession, and all accession, additions, replacements and substitutions thereof, and all proceeds arising from the sale or disposition of any such inventory, including, without limitation, any accounts, contract rights, chattel paper, deposit accounts, warehouse receipts, certificates of deposit, money or any other evidences of payment, any returns thereof, and insurance proceeds thereon.

RECORD FEE 14.00  
 POSTAGE .50  
 N/A  
 4344230 0263 R01 T10:48  
 04/01/92  
 MARY H. ROSE  
 DA CL. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1435

Arthur Lee  
 (Signature of Debtor)

Arthur Lee  
 Type or Print Above Name on Above Line

Pauline S. Lee  
 (Signature of Debtor)

Pauline S. Lee  
 Type or Print Above Signature on Above Line

R.E. Mitchell Jr  
 (Signature of Secured Party)

R.E. Mitchell Jr  
 Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. 285026

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction of transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement dated 3/26/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hillcrest Memorial Cemetery, Inc.
Address 1911 Forest Drive Annapolis, MD 21401

2. SECURED PARTY

Name Security Ford New Holland, Inc.
Address 3828 Washington Blvd.
Baltimore, MD 21227

3. Assignee of Secured Party Ford New Holland Credit Co.
Address P.O. Box 36387
Richmond, VA 23235

Person And Address To Whom Statement is To Be Returned If Different From ABOVE FEE 11.00

4. Maturity date of obligation (if any) POSTAGE .50

5. This financing statement covers the following types (or items) of property: (list) 434430 0263 R01 T10:55

ONE NEW FORD CM224 COMMERCIAL MOWER 04/01/92
S/N TA10417 MARY M. ROSE
ONE NEW FORD 60" MOWER S/N 10316 SA CO. CIRCUIT COURT

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to recordation tax. (Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hillcrest Memorial Cemetery, Inc.

Jack H. Maynard, V.P. (Signature of Debtor)

Jack H. Maynard, V.P.

Type or print above Signature on above line

(Signature of Debtor)

Type or print above Signature on above line

(Signature of Secured Party)

Security Ford New Holland, Inc.

Thomas J. Drescher, President

Type or print above name on above line

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 280158 recorded in  
Liber 552, Folio 514 on 3/2/90 at Anne Arundel County, Md.

1. DEBTOR(S):

Name(s) Atlantic Utilities  
Address(es) 8174 Ritchie Highway  
Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank  
10 Light Street, 021901  
Address Construction Finance Unit  
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial ~~XXXXXX~~) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. See Exhibit A attached and made a part hereof.

9. SIGNATURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

SECURED PARTY

MARYLAND NATIONAL BANK

By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer  
(Type, Name and Title)

EXHIBIT A

BOOK 579 PAGE 119

Being known and designated as Lot No. 26 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 26 - 7848 Dero Drive

Being known and designated as Lot No. 33 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 33 - 8022 Pine Ridge Road

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 281553 recorded in  
Liber 558, Folio 410 on 7/23/90 at Anne Arundel County, Md.

1. DEBTOR(S):	
Name(s)	Atlantic Utilities, Inc.
Address(es)	8174 Ritchie Highway Pasadena, Maryland 21122
2. SECURED PARTY:	
Name	Maryland National Bank 10 Light Street, 021901
Address	Construction Finance Unit Baltimore, Maryland 21202
Person and Address to whom Statement is to be returned if different from above.	
Check mark below indicates the type and kind of Statement made hereby. (Check only one Box.)	
3.	<input type="checkbox"/> CONTINUATION. The original Financing Statement referred to above is still effective.
4.	<input type="checkbox"/> TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.	<input type="checkbox"/> ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
6.	<input type="checkbox"/> AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7.	<input checked="" type="checkbox"/> RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.
8.	Exhibit A attached and made a part hereof.

9. SIGNATURES.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

SECURED PARTY

Maryland National Bank

By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer

(Type, Name and Title)

1000  
7-90

EXHIBIT A

BOOK 579 PAGE 121

Being known and designated as Lot No. 26 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 26 - 7848 Dero Drive

Being known and designated as Lot No. 33 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 33 - 8022 Pine Ridge Road

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 207-126 ED 4/82

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

This Statement refers to original Financing Statement, Identifying File No. 281554 recorded in  
Liber 558, Folio 414 on 7/23/90 at Anne Arundel County, Md.

1. DEBTOR(S):

Name(s) Mandrin Construction Co., Inc.

Address(es) 8174 Ritchie Highway  
Pasadena, Maryland 21122

2. SECURED PARTY:

Name Maryland National Bank

Address 10 Light Street, 021901  
Construction Finance Unit  
Baltimore, Maryland 21202

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

- 3.  CONTINUATION. The original Financing Statement referred to above is still effective.
- 4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
- 5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.
- 6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
- 7.  RELEASE. (Partial ~~EXEMPT~~ From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Exhibit A attached and made a part hereof.

9. SIGNATURES.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

SECURED PARTY

Maryland National Bank

By Jennifer L. Mertaugh

Jennifer L. Mertaugh, Construction Fin. Officer  
(Type, Name and Title)

1000  
7-90

Being known and designated as Lot No. 26 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 26 - 7848 Dero Drive

Being known and designated as Lot No. 33 as shown on that certain plat entitled, "Sandy Oaks", Section One, which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book No. 125, page 5, being in the third (3rd) District of Anne Arundel County.

The improvements thereon being known as:

Lot 33 - 8022 Pine Ridge Road

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 40,000.00.  
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court, Anne Arundel County

5. Debtor(s) Name(s): E. C. Decker Corporation Address(es): 512 Crain Highway, N.W. Glen Burnie, Maryland 21061

RECORD FEE 11.00  
RECORD TAX 380.00  
POSTAGE .50  
#398330 C497 R02 T10:54  
04/01/92  
MARY H. ROSE  
AN CO. CIRCUIT COURT

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 South Charles Street Baltimore, Maryland 21201  
Attention: LDRU 250603

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

- A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.
- B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.
- C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.
- D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.
- E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.
- F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.
- 8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors: E. C. Decker Corporation

By:  [Signature] (Seal) \_\_\_\_\_ (Seal)  
Edward C. Decker, President

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Return to:  
LSU Team 1 Mailstop 250626  
Maryland National Bank (Seal)  
100 S. Charles Street  
Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

11.50  
Be Tax 280.50

11.00  
280.50

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 60,000.00.  
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court, Anne Arundel County

5. Debtor(s) Name(s): AZZIP, INC. Address(es): 813 Forest Drive  
Annapolis, Maryland 21403

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 South Charles Street  
Attention: LDRU 250603 Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors: AZZIP, INC.

By: [Signature] (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

100 S. Charles Street  
Baltimore, MD 21201

11.00  
420.50  
B/C Tot

11.00  
120.00  
50  
11/11/53  
11/11/53  
MARY A. ROSE  
AN AP. CIRCUIT COURT

11.00  
420.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286029 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 579 PAGE 126

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hollaway, William Thomas DBA Thomas Construction Inc. Address P.O. Box 33, 4801 Riverside Drive, Galesville, Maryland 20765

2. SECURED PARTY

Name Outdoor Power Inc. Address 436 Chinquapin Round Road, Annapolis, Maryland 21401 Mustang Manufacturing Company, Inc. P.O. Box 547, Owatonna, Minnesota 55060 Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) RECORD FEE 12.00

4. This financing statement covers the following types (or items) of property: (list) POSTAGE .50

One - Mustang Model 960 Skid Steer Loader W/Bucket Serial #060784
One - Mustang Model MBH9 Backhoe Serial #84M2CL707
Name and address of Assignee: Northwest Bank, Minnesota, Owatonna Office, 101 North Cedar Street, P.O. Box 467, Owatonna, MN 55060. 04/01/92

MARY M. ROSE DA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

XXX (Proceeds of collateral are also covered)
XXX (Products of collateral are also covered)

\* W.T. Hollaway (Signature of Debtor)
Hollaway, William Thomas
DBA Thomas Construction Inc.
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

\* Kenneth R Wagner (Signature of Secured Party)
Outdoor Power Inc.
Type or Print Above Signature on Above Line

1250

STATE OF MARYLAND  
FINANCING STATEMENT BOOK 579 PAGE 127  
FORM UCC-1

286030

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 2/17/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay State Distributors, Inc.  
Address 511 Stanhome Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name The Bank of Glen Burnie RECORD FEE 11.00  
Address P.O. Drawer 70 Glen Burnie, MD 21060 POSTAGE .50

GlenAyr Title Company, Inc. 11 Crain Hgwy, Glen Burnie, MD 21061 #442170 C603 R04 T11:18  
Person And Address To Whom Statement Is To Be Returned If Different From Above. 04/01/92

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of the Debtor's general intangibles, without limitation, both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof. All of the Debtor's accounts or accounts receivable. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, attachments & accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor and all cash and non-cash proceeds and products thereof located or to be located at Bay State Distributors, Inc., 511 Stanhome Sr., Glen Burnie, MD. All of Debtor's inventory.

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*William M. Underwood*  
(Signature of Debtor)

William M. Underwood, President

Type or Print Above Name on Above Line

*William M. Underwood*  
(Signature of Debtor)

*Stephen G. Boyd*  
(Signature of Secured Party)

William M. Underwood,

Type or Print Above Signature on Above Line

Individually

Stephen G. Boyd, Senior Vice President

Type or Print Above Signature on Above Line

The Bank of Glen Burnie

STATE OF MARYLAND  
BOOK 579 PAGE 128  
FINANCING STATEMENT FORM UCC-1

286031  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated March 16, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George R. Pryor & Linda A. Pryor

Address 1604 Shannon-O-Circle Severn, Md. 21144

2. SECURED PARTY

Name First Manufactured Housing Credit Corp.

RECORD FEE 12.00

Address P.O. 190 Glen Burnie, Md. 21061

M344470 D263 R01 T13:17

04/01/92

Person And Address To Whom Statement Is To Be Returned If Different From Above ROSE

AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1984 Guardian 14x70 mobile home  
serial # A119136A

(INCLUDING ALL HOUSEHOLD GOODS)

Name and address of Assignee  
FIRST MANUFACTURED HOUSING CREDIT CORP.  
P.O. BOX 190  
GLEN BURNIE, MD 21060

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George Richard Pryor  
(Signature of Debtor)

George R. Pryor  
Type or Print Above Name on Above Line

Linda Anne Pryor  
(Signature of Debtor)

Linda A. Pryor  
Type or Print Above Signature on Above Line

Manda Kemler POA  
(Signature of Secured Party)

FIRST MANUFACTURED HOUSING CREDIT CORP.  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

286032

FINANCING STATEMENT FORM UCC-1 BOOK 579 PAGE 129 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$

If this statement is to be recorded in land records check here

This financing statement Dated MARCH 30, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR

Name RACERS INC T/A RUMBLEFISH

Address 7954 B&A BLVD, SUITE G-L, GLEN BURNIE, MD 21060

2. SECURED PARTY

Name The Bank of Glen Burnie

Address Drawer 70, Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) MARCH 30, 1995

4. This financing statement covers the following types (or items) of property: (list)

ALL OF THE DEBTORS' EQUIPMENT AND FIXTURES, TOGETHER WITH ALL ADDITIONS, PARTS, FITTINGS, ACCESSORIES, SPECIAL TOOLS, ATTACHMENTS AND ACCESSORIES NOW AND HEREAFTER AFFIXED THERETO AND/OR USED IN CONNECTION THEREWITH, ALL REPLACEMENTS THEREOF AND SUBSTITUTION THEREOF.

RECORD FEE 12.00

MISTAKE .50

8344630 0263 R01 113:27

04/01/92

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on... (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

RACERS INC T/A RUMBLEFISH

BY: Joanne S. Valentine (Signature of Debtor)

JOANNE S. VALENTINE, PRESIDENT (Type or Print Above Name on Above Line)

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

STEPHEN G. BOYD, SENIOR VICE PRESIDENT (Type or Print Above Signature on Above Line)

1235

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code | 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es) J. Gary VANNEST Dec T. VANNEST 188 W Lake Dr. Annapolis MD 21403	2 Secured Party(ies) and address(es) Keystone Industries 836 Ritchie Hwy Severna Park MD 21766	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 12.00 POSTAGE .50 #344810 0263 R01 T13:54
4 This financing statement covers the following types (or items) of property:  Filter Queen Complete		5 Assignee(s) of Secured Party and Address(es) 04/01/92 Security Pacific Financial Services Inc 2568 A Riva Rd #101 Annapolis, Md. 21401

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with:

By J. Gary Van Nest  
Dec T. Van Nest  
 Signature(s) of Debtor(s)

By Keystone Industries  
[Signature]  
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated March 1, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodstove Johnny's of Severna Park, Inc.  
Address 417 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name Michael A. Lanasa  
Address 229 Edridge Drive  
Catonsville, Maryland 21228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All inventory, accounts receivable, furniture, fixtures, equipment and all other tangible or intangible assets of the Debtor.

RECORDING FEE 11.00  
POSTAGE .50  
#144880 0263 R01 T13:5B  
04/01/92

MARY M. ROSE

MD CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

417 Ritchie Highway, Severna Park, Maryland 21146

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Gilbert Mason  
(Signature of Debtor)

Gilbert Mason  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael Lanasa  
(Signature of Secured Party)

Michael Lanasa

Type or Print Above Signature on Above Line

115

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1 Debtor(s) Name (Last Name First)  
Cave Air Systems  
Hubert L. Cave, III

2 Debtor(s) Complete Address(es)  
Cave Air Systems  
5461 South Maryland Blvd.  
Suite 9  
Lothian, Md. 20711;  
Herbert L. Cave, III 2612 Nemo Ct  
Bowie, Md. 20716

3 & 4 Secured Party(ies) and Complete Address(es)  
Sheet Metal Workers' Local Union  
Rm. 100 Washington, D.C. Area  
Health, Pension, Vacation & Apprentices Fund  
4725 Silver Hill Road  
Suitland, Maryland 20746

5 & 6 Assignor(s) of Secured Party(ies) and Complete Address(es)  
See questions 3 & 4

This financing statement covers the following types of items or property: (Describe)

RECORD FEE 34.00

POSTAGE .50

All inventory of Debtor, whether now owned or hereinafter acquired; all equipment of Debtor, including but not limited to Lockformer Pitt's Machine, serial #8411; Lockformer Snaplock Machine, serial #3712; Lockformer Bar Slip Machine, serial #SC1455; Lock Former Quick Lock, serial #QL24-146; Wysong Power Shear, serial #P112-116; D&K Hand Brake, serial #36411; Lockformer Bandsaw, serial #1892; Lockformer Slip & Drive Machine, serial #11051; Gripnail Machine, serial #CAS1; 2 Miller MIG Welding Machines, serial #'s CAS2 and CAS3; Miller Gas Welder, serial #CAS4; Lockformer Power Edger, serial #BTF258; Engel Power Cleat Bender, serial #CAS5; all other equipment of debtor, whether now owned or hereinafter acquired; all accounts of Debtor, whether now existing or hereinafter arising; all other goods, all fixtures, instruments, chattel paper, documents, general intangibles (including without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereinafter acquired; together with all accessions, accessories, attachments, parts, equipment, and repair now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

9a.  Proceeds are also covered. 9b.  Products of collateral are also covered. No. of additional sheets presented: (7)

Filed with Circuit Court Clerk of Anne Arundel County, Other  
9. Transaction is ( ), is not ( X ), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$

10. This statement is to be returned after recordation to:  
Slevin & Hart, P.C.  
1625 Massachusetts Ave., N.W. Suite 600  
Washington, D.C. 20036 Attn: David Harper

Signature(s) of Debtor(s)

See attached Security Agreement

by See attached Security Agreement

34-50

SECURITY AGREEMENT

This is a Security Agreement by and between Hubert L. "Butch" Cave, III and Cave Air Systems (hereinafter individually and collectively called "Debtor") and Sheet Metal Workers Union No. 100 Washington Area Health, Pension, Apprentice and Vacation Funds, (hereinafter called "the Funds").

1. To secure to Funds (a) the payment of the Note (as hereinafter defined) together with interest and all other charges as provided in the Note; (b) the payment of all costs and expenses including attorneys' fees as provided in the Note, and of all monies which may be advanced as herein provided for the protection of the security interest of the Funds in the Collateral (as hereinafter defined), with interest at the rate provided in the Note on all such costs and sums so advanced from the date of such advance; and (c) the performance of all covenants and agreements of the Debtor contained in this Security Agreement and the Note; Debtor hereby grants to Funds a security interest in the Collateral (as hereinafter defined).

The term "Note" means the indebtedness, obligations and liabilities evidenced as follows, including all renewal, extensions and modifications thereof and substitutions therefor:

Note dated September 28, 1990 between the Funds and Hubert L. "Butch" Cave, III and Cave Air Systems, attached hereto and incorporated herein by reference.

The term "Collateral" means all inventory of Debtor, whether now owned or hereinafter acquired; all equipment of Debtor, including but not limited to Lockformer Pitt's Machine, serial #8411; Lockformer Snaplock Machine, serial #3712; Lockformer Bar Slip Machine, serial #SC1455; Lock Former Quick Lock, serial #QL24-146; Wysong Power Shear, serial #P112-116; D&K Hand Brake, serial #36411; Lockformer Bandsaw, serial #1892; Lockformer Slip & Drive Machine, serial #11051; Gripnail Machine, serial #CAS1; 2 Miller MIG Welding Machines, serial #'s CAS2 and CAS3; Miller Gas Welder, serial #CAS4; Lockformer Power Edger, serial #BTF258; Engel Power Cleat Bender, serial #CAS5 (valued in the aggregate at \$63,300); all other equipment of debtor, whether now owned or hereinafter acquired; all accounts of Debtor, whether now existing or hereafter arising; all other goods, all fixtures, instruments, chattel paper, documents, general intangibles (including without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereinafter acquired; together with all accessions, accessories, attachments, parts, equipment, and repair now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

2. Debtor represents, warrants and covenants that Debtor Hubert L. "Butch" Cave's residence is located at \_\_\_\_\_

2612 NEMO CT., BOWIE, MD. 20716 \_\_\_\_\_

Debtor Cave Air Systems' office address is \_\_\_\_\_

5463 So. Maryland Blvd, Suite 9, Lethian, Md 20711 (M) [Signature]

3361 "T" 75th AVENUE, LANDOVER, MD 20785 (M) [Signature]

The collateral will be kept at \_\_\_\_\_

5463 So. Maryland Blvd, Suite 9, Lethian, Md 20711 (M) [Signature]

3361 "T" 75th AVENUE, LANDOVER, MD 20785 \_\_\_\_\_

The collateral will be attached or affixed to the following described real estate: \_\_\_\_\_

The record owner of the described real estate is \_\_\_\_\_

Ralph S. Dwork LAND & COMMERCIAL (M) [Signature]

Debtor will not change its name, the location of its residence or chief executive office, or the location of the Collateral or any part thereof without giving the Funds at least 30 days prior written notice.

3. Debtor is the owner of, or will become the owner of, the Collateral, free from all liens, security interests and encumbrances, except those in favor of the Funds and those previously disclosed to the Funds in Writing. Debtor will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest in the Collateral.

4. No financing statement, security agreement or notice of lien covering any of the Collateral is on file in any public office, except those in favor of the Funds and those previously disclosed to the Funds in writing. Debtor will execute such financing statements and other instruments and perform such acts as the Funds may require, including, without limitation, delivery of possession of Collateral to the Funds, to create and perfect the security interest granted herein, and will pay all filing and recording costs.

5. Debtor will insure the Collateral with insurers acceptable to the Funds against such casualties and in such amounts as the Funds shall require. All policies shall include a standard loss payable clause without contribution in favor of the Funds as its interest may appear, and shall provide for at least ten days prior written notice of cancellation to the Funds. Debtor shall furnish the Funds with certificates of such insurance or other evidence

satisfactory to the Funds of compliance with the provisions of the paragraph. Debtor appoints the Funds as its attorney-in-fact to make, adjust and settle claims under such insurance policies and to endorse the Debtor's name on any drafts drawn by insurers.

6. Debtor will keep the Collateral free from any adverse lien, security interest or encumbrance, and in good order and repair, will pay promptly all taxes and assessments with respect thereto, will not suffer the revocation or suspension of any registration certificate for any of the Collateral, and will not use the Collateral illegally or in violation of any insurance policy. The Funds may examine and inspect the Collateral at any time wherever located.

7. Debtor will keep accurate books, records and accounts with respect to the Collateral, and with respect to the business of Debtor, and will make the same available to the Funds at its request for examination and inspection.

8. Debtor is not, or will not be, in violation of any statute, rule, regulation, or ordinance of any governmental entity which materially and adversely affects the Collateral or Debtor's business, property, assets, operations, or condition, financial or otherwise.

9. If Debtor at any time fails to perform or observe any covenant or condition of this Security Agreement, the Funds may, but need not, perform or observe such covenant or condition on behalf of Debtor, and may, but need not, take any and all other actions which the Funds may reasonably deem necessary to cure or correct such failure to protect its interests in the Collateral (including, without limitation, the payment of taxes, the satisfaction of liens or encumbrances, the procurement and maintenance of insurance, the procurement of repairs), and Debtor shall pay the Funds the amount of all monies expended, including reasonable attorneys' fees, in connection with the Funds' performing or observing such covenants or conditions or taking such actions, together with interest thereon at the rate provided in the Note.

10. Debtor will not sell, lease, or otherwise dispose of any inventory included as Collateral other than in the ordinary course of its business at prices constituting the fair market value of such inventory. Debtor will not sell, lease or otherwise dispose of any Collateral other than inventory without the prior written consent of the Funds.

11. As long as no event of Default has occurred and is continuing, Debtor may receive and collect all sums due Debtor with respect to any accounts, instruments, chattel paper or general intangibles included as Collateral. Upon an event of Default, at the Funds' option, the Funds may notify any account debtor or other obligor with respect to any accounts, instruments, chattel paper or general intangibles included as Collateral that such accounts,

instruments, chattel paper or general intangibles have been assigned to the Funds as security and that payments with respect thereto shall be paid directly to the Funds. At the Funds' request, Debtor will so notify such account debtors or other obligors and will indicate on all invoices to such account debtors or other obligors that the amount due is payable directly to the Funds. At any time after such notice is given to an account debtor or other obligor, the Funds may, but need not, in its own name or Debtor's name, demand, sue for, collect or receive any money or property at any time payable on account of any such account, instrument, chattel paper or general intangible, or grant any extension to, make any compromise or settlement with or otherwise agree to waive, modify, amend or change the obligations of any such account debtor or other obligor without incurring any liability to Debtor. If, after such notice to any account debtor or other obligor, Debtor receives any payments from any such account debtor or other obligor, Debtor shall immediately deliver such payments to the Funds in the form received with Debtor's endorsement if necessary, and until so delivered Debtor will hold such payments in trust for the Funds and will not commingle such payments with any funds of Debtor.

12. If securities (as that term is defined in the Uniform Commercial Code) are included as Collateral and if the Debtor shall become entitled to receive or shall receive, in connection with any of the securities, any (a) security, including, without limitation, any security representing a stock dividend or in connection with any increase or reduction of capital, reclassification, merger, consolidation, sale of assets, combination of shares, stock split, spin-off or split-off; (b) option, warrant, or right, whether as an addition to or in substitution or in exchange for any of the securities included as Collateral or otherwise; (c) dividend or distribution payable in property, including securities issued by one other than the issuer of any of the securities included as Collateral; or (d) dividend or distribution of any sort; then the Debtor shall accept the same as the Funds' agent, in trust for the Funds, and shall deliver them forthwith to the Funds in the exact form received with, as applicable, the Debtor's endorsement when necessary, or appropriate stock powers duly executed in blank, to be held by the Funds, subject to the terms hereof, as part of the Collateral; provided, however, unless an event of Default shall have occurred and be continuing, the Debtor shall be entitled to receive for its own use cash dividends on the securities paid out of earned surplus and securities purchased with cash dividends pursuant to a dividend reinvestment program. Upon the occurrence of an event of Default, the Funds may require any such cash dividends or securities purchased with such cash dividends to be delivered to the Funds as additional collateral hereunder or applied toward the payment of the Note.

13. If securities (as that term is defined in the Securities Act of 1933, as amended, and applicable state securities laws) are included as Collateral, the Debtor recognizes that the Funds may be unable to effect a public sale of all or part of such securities

because of certain restrictions contained in such laws, but may be compelled to resort to one or more private sales to a restricted group of purchasers who will be obliged to agree, among other things, to acquire all or a part of the securities for their own account, for investment and not with a view to the distribution or resale thereof. The Debtor acknowledges and agrees that any private sale so made may be at prices and on other terms less favorable to the seller than if such securities were sold at public sale, and that the Funds have no obligation to delay the sale of such securities for the period of time necessary to permit the registration of such securities for public sale under any securities laws. The Debtor agrees that a private sale or sales made under the foregoing circumstances shall be deemed to have been made in a commercially reasonable manner. Debtor agrees that it will make available, and allow dissemination of, any and all financial and other information concerning the securities Funds might deem appropriate in connection with the sale, and will provide whatever assistance the Funds deems appropriate to assure that such sale complies with applicable laws.

14. Each of the following shall constitute an event of default ("Default") under this Security Agreement: (a) any default in the payment of principal or interest or any other amount due under the Note when such payment is due; or (b) any default in the performance or observance of, or under the terms of, any warranty, covenant or other provision of the Note or this Security Agreement, including but not limited to any "Default" as that term is defined by the Note, or in the payment of any other amount secured by this Security Agreement.

15. In the event of Default, in addition to all other remedies available to the Funds, the Funds may exercise any and all of the rights and remedies available upon default to a secured party under the Uniform Commercial Code. The Funds may require the Debtor to assemble the Collateral and make it available to the Funds at a place to be designated by the Funds which is reasonably convenient to both the Funds and the Debtor. Any requirements for reasonable notice shall be met if such notice is mailed, postage prepaid, to Debtor at Debtor's address as indicated in this Security Agreement or at such other address of which the Funds shall have received notice, at least five (5) days prior to the time of sale, disposition or other event or thing giving rise to the requirement of notice.

16. Debtor agrees that the Funds, without notice to or further consent of Debtor, may release or discharge any persons who are or may become liable for the payment of the Note or release or discharge any other collateral for the payment of the Note, and that any such release or discharge shall not alter, modify, release or limit the liability of the Debtor under, or the validity and enforceability of, this Security Agreement.

17. The rights and remedies of the Funds under this Security Agreement, the Note, and applicable law shall be cumulative and

concurrent, and the exercise of any one or more or them shall not preclude the simultaneous or later exercise by the Funds of any or all such other rights and remedies. In the event any provision of this Security Agreement is held to be invalid, illegal, or unenforceable for any reason, then such provision only shall be deemed null and void and shall not affect any other provisions of this Security Agreement, which shall remain effective. No modification or waiver of any provision of this Security Agreement shall be effective unless it is in writing and signed by the Funds, and any such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The failure of the Funds to exercise their option to accelerate the Note, or to exercise any other option or remedy, in any one or more instances, or the acceptance by the Funds of partial payments or partial performance, shall not constitute a waiver of any Default or the right to exercise any option or remedy at any time. The nouns, pronouns, and verbs used in this Security Agreement shall be construed as being of such number and gender as the context may require.

18. All terms not otherwise defined, including, without limitation, the terms used to describe the types of Collateral, shall have the meanings assigned to them by the Uniform Commercial Code.

19. This Security Agreement shall be governed by and construed in accordance with the laws of the District of Columbia.

WITNESS the following signatures and seals:

Creditor:

SHEET METAL WORKERS UNION NO. 100  
WASHINGTON AREA HEALTH FUND

By: [Signature]  
Name: Lester C. Wicklein  
Title: Trustee

By: [Signature]  
Name: Charles Mankin, Jr.  
Title: Trustee

SHEET METAL WORKERS UNION NO. 100  
WASHINGTON AREA PENSION FUND

By: [Signature]  
Name: Lester C. Wicklein  
Title: Trustee

By: [Signature]  
Name: Charles Mankin, Jr.  
Title: Trustee

SHEET METAL WORKERS UNION NO. 100  
WASHINGTON AREA APPRENTICE FUND

By: Robert B. Gawne  
Name: Robert B. Gawne  
Title: Trustee

By: Charles F. Henson  
Name: Charles F. Henson  
Title: Trustee

SHEET METAL WORKERS UNION NO. 100  
WASHINGTON AREA VACATION FUND

By: Lester C. Wicklein  
Name: Lester C. Wicklein  
Title: Trustee

By: Charles Mankin, Jr.  
Name: Charles Mankin, Jr.  
Title: Trustee

Debtor:

CAVE AIR SYSTEMS

By: Hubert L. Cave II  
Name: Hubert L. Cave II  
Title: President

HUBERT L. "BUTCH" CAVE  
Hubert L. Cave II

AA Co.

BOOK 579 PAGE 140

TERMINATION STATEMENT

The undersigned Secured Party presents the following statement to a filing officer for filing pursuant to the Uniform Commercial Code and does hereby certify:

1. This Termination Statement shall apply to Original Financing Statement:

File No. 280860 Dated 5/11/90

Record Reference Book 555 Page 473

2. DEBTOR:

Name: Paramount Packing & Rubber, Inc.  
(Last Name First) RECORD FEE 10.00

ADDRESS: 4012 Belle Grove Road - Baltimore, Maryland 21225 POSTAGE .50

M345480 0263 R01 T14:23

3. SECURED PARTY IS:

NAME: Signet Bank/Maryland MAY 11 1992

ADDRESS: Baltimore & St. Paul Streets - Baltimore, MD 21203 AA CO. CIRCUIT COURT

The Secured Party further certifies that he no longer claims a security interest under the above Original Financing Statement.

WHEREFORE the Secured Party requests the filing officer, pursuant to the authority contained in the Uniform Commercial Code, to record the within Termination Statement in the appropriate records and on the appropriate index and return the same to the party designated below:

RETURN TO: DEBTOR'S ADDRESS

\* SEE ABOVE

SECURED PARTY

SIGNET BANK/MARYLAND

BY: *Clifton E. Fitzhugh* (TITLE)

Assistant Vice President

DATED: MARCH 21, 1991

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Encore Computer Corporation  
6901 West Sunrise Boulevard  
Fort Lauderdale, FL 33313

2. Secured Party(ies) and address(es)

The Industrial Bank of Japan, Limited, New York Branch  
245 Park Avenue  
New York, NY 10167-0037

For Filing Officer (Date, Time and Filing Office)

BOOK 579 PAGE 141

RECORD FEE 10.00

POSTAGE .50

4. This statement refers to original Financing Statement bearing File No. 554-324  
Filed with Ann Arundel County, MD Date Filed 4/10 19 90

#745510 0263 R01 T14:27

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 04/02/92  
MARY H. ROSE
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. AA CO. CIRCUIT COURT
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. All of Debtor's present and future personal property of every kind, nature and description and wherever located, including but not limited to, all accounts, inventory, equipment, and general intangibles, all as more fully described on Rider A attached hereto, and all proceeds of all the foregoing.

Assigned to:  
EFI International Inc.  
6 East 43rd Street  
New York, NY 10017

No. of additional Sheets presented: 1

Encore Computer Corporation

The Industrial Bank of Japan, Limited, New York Branch

By: [Signature]  
Signature(s) of Debtor(s) (necessary only if Item 8's applicable).

By: [Signature]  
Signature(s) of Secured Party(ies)  
Kazuo Momiyama - Sr. V.P.

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

RIDER A TO UCC-3 FINANCING STATEMENT BETWEEN  
ENCORE COMPUTER CORPORATION, AS DEBTOR AND  
EFI INTERNATIONAL INC., AS SECURED PARTY

All of Debtor's present and future personal property of every kind, nature and description, wherever located, and to the full extent of Debtor's interests therein, including but not limited to: all machinery, equipment, office machinery, furniture, fixtures, conveyors, tools, materials, storage and handling equipment, parts, computer equipment and hardware, including central processing units, terminals, drives, memory units, printers, keyboards, screens, peripherals and input or output devices, automotive equipment, trucks, stamps, motor vehicles and other equipment of every kind and nature, together with all additions and accessions thereto, all replacements and all accessories and parts therefor, all manuals, blueprints and other operating documents, warranties and records in connection therewith, all rights against suppliers, warrantors, manufacturers, sellers or others in connection therewith, and together with all substitutes for any of the foregoing; trade secrets and other proprietary information; trademarks, tradenames and trademark applications, service marks, business names, logos and the goodwill of the business relating thereto; copyrights and copyright applications (including without limitation copyrights or computer programs) and all tangible property embodying the copyrights, unpatented inventions (whether or not patentable); designs; patent applications and patents; license agreements relating to any of the foregoing and income therefrom; books, records, computer tapes or disks, licenses, technology, intellectual property, know-how, flow diagrams, specification sheets, source codes, object codes, and other physical manifestations of the foregoing; all inventory of every kind and nature, including but not limited to raw materials, work in progress, finished goods, all goods in transit to Debtor, goods consigned to Debtor to the extent of its interest therein as consignee, materials and supplies of any kind, nature or description which are or might be used in connection with the packing, shipping, display, advertising, selling or finishing of any such goods; all accounts, contract rights, general intangibles, promissory notes, chattel paper, documents, all tax refunds and rights to receive tax refunds, bonds, certificates and policies of insurance and insurance proceeds, royalties, licenses, customer lists, rights of indemnification, contribution and subrogation, leases, drafts, computer tapes, programs and software, computer service contracts, goodwill, deposits, causes of action, choses in action, judgments, blueprints, plans and all other general intangibles and claims against third parties of every kind or nature; investment securities, notes, drafts, acceptances, letters of credit and rights to receive proceeds of letters of credit, instruments and deposit accounts, book accounts, credits and reserves and all forms of obligations whatsoever owing; all instruments, all documents and documents of title representing any of the foregoing, and all rights in any merchandise or goods which any of the same may represent; all books, ledgers, files and records with respect to any of the foregoing, together with all right, title, security and guaranties with respect to any of the foregoing, including any right of stoppage in transit; and the proceeds and products of all the foregoing.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MADGEN & SALTON ENTERPRISE, INC.  
D/B/A DORSEY ROAD TEXACO

Address 1356 DORSEY ROAD, HANOVER, MD 21076

2. SECURED PARTY

Name THE COCA-COLA COMPANY

Address 310 NORTH AVENUE

ATLANTA, GEORGIA 30313

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) 0004387597-23672

RECORD FEE 11.00  
Name and address of Assignee  
#345570 [263 R01 714:39  
COCA-COLA FINANCIAL CORP.  
P.O. DRAWER 1734  
ATLANTA, GEORGIA 30301 04/02/92  
MARY H. ROSE

SEE EXHIBIT A

AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*[Handwritten Signature]*

(Signature of Debtor)

MADGEN & SALTON ENTERPRISE, INC.

D/B/A DORSEY ROAD TEXACO

Type or Print Above Name on Above Line

(Signature of Debtor)

Jeffrey G. Salton, V.P./sec.

Type or Print Above Signature on Above Line

*[Handwritten Signature]*

(Signature of Secured Party)

THE COCA-COLA COMPANY

Type or Print Above Signature on Above Line

COCA-COLA USA  
DIVISION OF  
THE COCA-COLA-COMPANY

0004387597-23672

## SECURITY AGREEMENT AND NOTE

## EXHIBIT A

THE PROPERTY LISTED BELOW ARE ADDED TO THE PROPERTY LISTED IN SECTION 1  
OF THE SECURITY AGREEMENT AND NOTE AND CONSTITUTE PART OF SAID COLLATERAL

QUANTITY	MODEL	SERIAL NO	DESCRIPTION
1			ICE COMBO
1			CARBONATOR
1			HI/LO REG.
6			BIB PUMPS
1			BIB RACK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name New Home Entertainment, Inc. DBA Audio Buys

Address 10890 Lee Highway, Fairfax, VA 22030 CONT'D

2. SECURED PARTY

Name Boston Acoustics, Inc.

Address 70 Broadway, Lynnfield, MA 01940

Person And Address To Whom Statement Is To Be Returned If Different From Above.

O'Cieran & Middlebrook, Inc. 35 Fern Street, Burlington, VT 05401

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 10.00  
POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list)

All inventory of goods and merchandise now held or hereafter acquired bearing the trademark(s)

"BOSTON ACOUSTICS" either singly or in combination with any other word or words, together with all accessions or additions thereto, and all accounts, contract rights, documents, instruments, general

intangibles and chattel paper of DEBTOR now existing or hereafter arising out of or with respect to such inventory and all proceeds of the foregoing.

Name and address of Assignee  
MARY M. ROSE  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Sheldon W. Atkinson 3/15/92  
(Signature of Debtor)

New Home Entertainment, Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Boston Acoustics, Inc.

Type or Print Above Signature on Above Line

12.50

New Home Entertainment, Inc.  
DBA Audio Buys

Additional DBAs:

Additional Locations of Collateral:

929 Fairlawn Ave., Laurel, MD 20810  
837-A Rockville Pike, Rockville, MD 20852  
1504 University Blvd., Langley Park, MD 20783  
150 N. Jennifer Rd., Annapolis Plaza, Annapolis, MD 21401  
6712 Franconia Rd., Springfield, VA 22150  
3444 Fairfax Dr., Arlington, VA 22201  
7263 Arlington Blvd., Falls Church, VA 22042

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(Anne Arundel County)

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No 454

Page No 355

Identification No 244424

Dated August 26, 1991

1. Debtor(s): Colonial Baby Basket Company, Inc.  
1503-C Berkley Court  
Harwood, Anne Arundel County, Maryland 20776

2. Secured Party: Small Business Administration  
10 N. Calvert Street, 3rd Floor  
Baltimore, Maryland 21202

3. Maturity Date (if any): N/A

4. Check Applicable Statement:

<p>A. Continuation ( ) :          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>( )</p>	<p>:</p>	<p>B. Partial Release ( ) :          From the collateral described in financing statement bearing the file number shown above, the Secured Party releases the following:</p>	<p>( )</p>
<p>C. Assignment ( ) :          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>( )</p>	<p>:</p>	<p>D. Other (X) :          (Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>	<p>(X)</p>

Dated: 08/28/91

SMALL BUSINESS ADMINISTRATION  
Secured Party

Nicole Porter  
Signature of Secured Party

NICOLE PORTER DISTRICT COUNSEL  
Name & Title

PLEASE RETURN TO DEBTOR.

15 2

10.00  
50  
08/28/91  
MARY W. ROSE  
AA CO. CIRCUIT COURT

1239-00

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 3/20/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Maryland Financial Resources, Inc.  
Address 744 Dulany Valley Rd Ste 9 Towson, Maryland 21204

2. SECURED PARTY

Name Credential Leasing Corporation  
Address P.O. Box 5967 2525 N. 7th St Harrisburg, PA. 17110

Person And Address To Whom Statement Is To Be Returned If Different From Above. RECORD FEE 11.00  
#346340 0263 001 109:44

3. Maturity date of obligation (if any) 04/03/92

4. This financing statement covers the following types (or items) of property: (list)

- (1) 1030/3070 AT+T Merlin Key Service Unit 10 line, 30 station etl.
- (5) CO Line Card, Five Line Capacity
- (2) Station Card, Ten Phone Capacity
- (1) BIS-34 D AT+T Switched Loop Attendant Console, 34 Line Buttons
- (10) BIS-10 AT+T Speakerphone sets, 10 Line Buttons
- (10) 4 Pair Cables with Jack Terminations

Name and address of Assignee MARY M. ROSE  
AA ID. CIRCUIT COURT

C/S IC Not Subject To Recordation Tax  
CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Maryland Financial Resources, Inc.

G. William De Santis II  
(Signature of Debtor)

G. William De Santis II Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Credential Leasing Corp.

Ruth Cohen VP  
(Signature of Secured Party)

(Signature of Secured Party)

RUTH COHEN

Type or Print Above Signature on Above Line

AMENDMENT OF FINANCING STATEMENT

BOOK 579 PAGE 149

This statement is presented to a filing officer pursuant to the Uniform Commercial Code.

<p>1. DEBTOR and Address (Last Name First)</p> <p>Sykes Machining Corp. 555 East Park Court Glen Burnie, Maryland 21061</p>	<p>2. SECURED PARTY and Address</p> <p>FIRST AMERICAN BANK OF MARYLAND <del>800 GEORGIA AVENUE</del> <del>SILVER SPRING, MARYLAND 20910</del> 25 W. Chesapeake Avenue Towson, Maryland 21204</p>
<p>3. FOR FILING OFFICER USE (date, time, number, record reference, and filing office)</p>	<p>4. RETURN TO:</p> <p>First American Bank of Maryland 25 W. Chesapeake Avenue Towson, Maryland 21204</p>

RECORD FEE 10.00

5. THIS AMENDMENT REFERS TO ORIGINAL FINANCING STATEMENT:

File No. \_\_\_\_\_ ID #283245 Date March 21, 19 91

POSTAGE .50

Record Reference \_\_\_\_\_ Book #566 Page #209

#346510 C263 R01 T10:41

04/03/92

6. Item No. 1 of the above described Original Financing Statement between the foregoing Debtor and Secured Party is hereby amended to read as follows:

TO CORRECT LANGUAGE TO NOW READ AS FOLLOWS:

AA CO. CIRCUIT COURT

All inventory of Debtor, whether now owned or hereafter acquired; All equipment of Debtor, whether now owned or hereafter acquired; All accounts of Debtor, whether now existing or hereafter arising; together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

Milling Machine MATSUURA MD-800V, S/N 8565051 with the YASNAC MX-2 Control S/N S5619018 with 490 feet of Memory and G25 Program Copy

ALSO CHANGE OF ADDRESS AS FOLLOWS:

FROM: Sykes Machining Corp. 555 East Park Court Glen Burnie, Maryland 21061

TO: Sykes Machining Corp. 550 Crain Highway, Building #16 Glen Burnie, Maryland 21061

Dated this 30th day of March, 19 92

DEBTOR: SYKES MACHINING CORP.

SECURED PARTY: FIRST AMERICAN BANK OF MARYLAND

By: Raymond L. Sykes PRES. (Title)

By: M. Neil Brownawell, II (Title)

Raymond Sykes, President

M. Neil Brownawell, II, Vice President

045-1383 Rev. 8/83, UCC 5

Recordation taxes originally paid in 3/91.

FINANCING STATEMENT

This Financing Statement is to be filed with the State Department of Assessments and Taxation and Financing Statement Records of Anne Arundel County, Maryland, pursuant to the provisions of the Uniform Commercial Code.

## 1. NAME AND ADDRESS OF DEBTOR:

POWER COMPONENT SYSTEMS, INC.  
7526 CONNELLEY DRIVE  
SUITE "R"  
HANOVER, MARYLAND 21076

## 2. NAME AND ADDRESS OF SECURED PARTY:

ALEX F. SCHMIDT  
c/o POWER COMPONENT SYSTEMS, INC.  
7526 CONNELLY DRIVE  
SUITE "R"  
HANOVER, MARYLAND 21076

RECORD FEE 11.00  
POSTAGE .50  
#644250 C603 R04 T12:01  
04/03/92

## 3. This Financing Statement covers an undivided one-half (1/2) interest in all of the following:

MARY H. ROSE  
JA CO. CIRCUIT COURT

a. Equipment, fixtures and furniture now owned or hereafter acquired by the Debtor, together with all replacements thereof, all attachments, accessories, parts, equipment and tools belonging thereto or for use in connection therewith, now or hereafter installed thereon or affixed thereto.

b. Inventory and supplies now owned or hereafter acquired by the Debtor, and all proceeds thereof.

c. Accounts receivable now existent or hereafter created by the Debtor, and all proceeds thereof.

## 4. This transaction is exempt from the recordation tax.

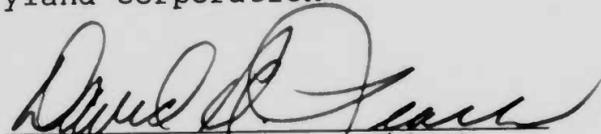
Principal amount of this debt is Two Hundred Thousand (\$200,000) Dollars due Secured Party pursuant to the terms and conditions of that certain Deferred Compensation Agreement by and between the Debtor and Secured Party of even date.

DATED: April 30, 1991

DEBTOR SIGNATURE:

SECURED PARTY SIGNATURE:

POWER COMPONENT SYSTEMS, INC.,  
a Maryland Corporation

BY:   
DAVID A. LEACH, President

  
ALEX F. SCHMIDT

After recordation, please return to:

MANIS, SNIDER, BUCK AND MIGDAL, CHARTERED  
23 WEST STREET  
P.O. BOX 2400  
ANNAPOLIS, MARYLAND 21404



Financing Statement Records  
of Anne Arundel County, Maryland

286054

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

1. To Be Recorded In The:

- a. Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- b. Financing Statement Records of Anne Arundel County, Maryland.
- c. Land Records of Anne Arundel County, Maryland.

2. Name and Address of Debtor:

Kimbar, Inc., 1012 South Crain Highway, Glen Burnie, Maryland

3. Name and Address of Secured Party:

Central Auto Parts, Inc., c/o Elizabeth Mack, 3397 Littleton Way, 4-G, Pasadena, Maryland 21122

RECORD FEE 13.00

STATE 4- .50

#644310 C603 R04 T13:12

04/03/92

4. This Financing Statement covers all of the following property of the Debtor:

- a. **Inventory.** All of the Debtor's inventory both now owned and hereafter acquired, wherever located, and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- b. **Accounts.** All of the Debtor's accounts (including, without limitation, all notes, notes receivable, drafts, acceptances, and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected, or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- c. **General Intangibles.** All of the Debtor's general intangibles (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks, and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- d. **Chattel Paper.** All of the Debtor's chattel paper both now owned and hereafter existing, acquired, or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, and (iii) all returned, rejected, or

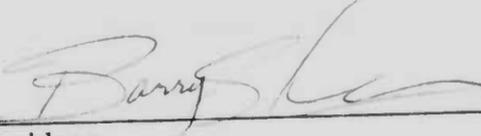
*Handwritten initials or mark*

repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods. Additionally, all property and goods both now owned and hereafter acquired by the Debtor which are sold, leased, secured, are the subject of, or otherwise covered by, the Debtor's chattel paper, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

e. **All Equipment And Fixtures.** All of Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments, and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. All such fixtures are or will be attached to the real property known as 1012 Crain Highway, Glen Burnie, Anne Arundel County, Maryland, and the record owner of such real property is Thomas W. Fine and Richard A. Fine.

5. Subject to recordation tax on the principal amount of \$ 196.00, which recordation has been paid to the Clerk of the Circuit Court for Anne Arundel County.

DEBTOR: Kimbar, Inc.

By:  (SEAL)  
President

Return To:

Robert W. Warfield  
4 Evergreen Road  
Severna Park, Maryland 21146

R:475111c.fs  
(3/30/92)

RECORDATION TAX CERTIFICATE

The undersigned hereby certifies that the books and records of Kimbar, Inc., ("Debtor") show the following values for property which secures a total debt of

\$ 123,500 to Central Auto Parts, Inc.  
(A)

\$ 173,500 value of inventory, contract rights and other  
(X) exempt property

\$ 223,500 total value of all property covered by  
(Y) financing statement

$$(X) / (Y) = \frac{77.6}{(B)} \%$$

Therefore, the amount of debt exempt from recordation tax is computed as follows, in accordance with the advice of the Maryland Attorney General's office:

$$\frac{\$ 123,500.00}{(A)} \times \frac{77.6}{(B)} = \$ \frac{95,871.00}{(C)}$$

and the total amount of debt subject to tax upon the filing of financing statements submitted herewith, is \$ 27,629.00 ( $\frac{\$123,500.00}{(A)} - \frac{\$ 95,871.00}{(C)}$ )

KIMBAR, INC., Debtor

March 30, 1992  
Date

Barry Levin (SEAL)  
By: Barry Levin, President

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brian M. Cuffley Shawn R. Skroski  
Address A-38 Clark Road, Jessup, MD 20794

2. SECURED PARTY

Name Royal Finance of Pennsylvania, Inc.  
Address 4701 Devonshire Road, Suite 105  
Harrisburg, PA 17109  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1983 Schult 14 x 60 Serial No. E189445

RECORD FEE 12.00

Name and address of Assignee  
Green Tree Acceptance, Inc. .50  
Two Green Tree Centre, Suite 220  
Marlton, NJ 08053 04/03/92

and including all furniture, fixtures, appliances, and appurtenances therein and thereto; including, but not limited to those items specified on the manufacturers invoice and/or purchase agreement and/or retail installment contract or installment loan agreement. "This financing statement does not apply to non-purchase household goods as defined at 16 CFR 444.(i) or the state law equivalent statute."

AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

12/3

Brian M. Cuffley  
(Signature of Debtor)

Type or Print Above Name on Above Line

Shawn R. Skroski  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Elizabeth S. Thomas for Green Tree  
(Signature of Secured Party) Acceptance

Type or Print Above Signature on Above Line

286055

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es)  ROSSBACK, ROBERT H. 1515 GOVERNORS BRIDGE ROAD DAVIDSONVILLE, MD 21035	2. Secured Party(ies) and Address(es)  FORD NEW HOLLAND CREDIT CO. PO BOX 36387 RICHMOND, VA 23235
--	--

For Filing Officer (Date, Time, Number and Filing Office) *RECORDING FEE 11.00*

*M346670 D263 R01 113:17*

3. This Financing Statement covers the following types (or items) of personal property: *04/03/92*

1 NEW FORD TW5 TRACTOR, SER.#A924298.

*MARY M. ROSE*

Check if covered:  Proceeds of collateral covered  Products of collateral covered *AA CO. CIRCUIT COURT*

4. This transaction is exempt from the Recording Tax.

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

Filed with:

*Robert H. Rossback*  
\_\_\_\_\_  
(SIGNATURE OF DEBTOR)

ROBERT H. ROSSBACK

(SIGNATURE OF DEBTOR)

FORD NEW HOLLAND CREDIT CO.

\_\_\_\_\_  
(NAME OF SECURED PARTY)

BY: *Chris Hanburger*  
\_\_\_\_\_  
CHRIS HANBURGER

11

286041

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TransFinancial Leasing Corp.  
Address 407 S. Crain Highway, Ste. 200B, Glen Burnie, MD 21061-3654

2. SECURED PARTY

Name ITT Commercial Finance Corporation  
Address 100 Walnut Avenue, Clark, NJ 07066

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

**Not Subject to Recordation Tax - Does not create a security interest.**

The equipment described on the attached Schedule A, together with any and all parts, attachments, accessories, additions, substitutions, repairs, replacements and improvements thereto, and any and all proceeds thereof, including but not limited to insurance proceeds, and any and all rentals, accounts, chattel paper, contracts, contract rights and proceeds resulting from or attributable to the renting or leasing of said property, including but not limited to all rights, title and interests in and to that certain Master Lease Account # 0220049, dated 2/27/92 Schedule # 01 dated 2/28/92 as Lessee and TransFinancial Leasing Corp., as Lessor under a certain Assignment of Lease dated 3/16/92.

See Schedule A to UCC filing between # 0220049 and TransFinancial Leasing Corp.  
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

TransFinancial Leasing Corp.

*[Signature]*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

**FRANKS SURRO III** President  
(Signature of Debtor)

Type or Print Above Signature on Above Line

ITT Commercial Finance Corporation

*[Signature]*  
(Signature of Secured Party)

**Joseph J. Ippolito**

Type or Print Above Name on Above Line

filed in Anne Arundel County

Return To  
Intersarch, Inc.  
P.O. Box 77132  
W. Trenton, NJ 08628

6169279  
#100  
50  
04/03/92

MARY M. ROSE  
AA CO. CIRCUIT COURT  
8305901-0

Schedule A to UCC filing between # 0220049 and TransFinancial Leasing Corp.

EQUIPMENT LISTING

<u>Quantity</u>	<u>Description</u>
One (1)	Vic Model 1250-FS, 50 lb. capacity dry to dry refrigerated solvent recovery system complete w/heat pump, 3 tanks w/microprocessor in 208/240V, 60 HZ 3 phase. includes: Integral 75 gallon still w/2 canisters to accept 16 paper carbon cartridges, cartridge drying, in-line solvent cooler, pre-lint filter & canisters for 2 additional all carbon filters, water atomizer system and poor exhaust system.
One (1)	Vic Model 1235-FS, 35 lb. capacity dry to dry refrigerated solvent recovery system complete w/heat pump, 2 tanks w/microprocessor in 208/240V, 60 HZ, 3 phase. includes: Integral 50 gallon still w/master filter concept of 8 paper carbon core or 4 absorption type cartridges, cartridge drying, in-line solvent cooler, pre-lint filter and canister for one additional all carbon filter.
One (1)	Arcti Chill Model S-5 & S-3.5 split chiller system w/100 gallon storage tank & 2 H.P. pump, Lennox Compressors 208V/3PH/60HZ

TransFinancial Leasing Corp.

BY: [Signature]

TITLE: President

cp12.samsocq.dis

ITT Commercial Finance Corporation

BY: [Signature]

TITLE: Joseph J. Ippolito  
Zone Credit Manager

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS  
RECORDATION TAX (IF DUE) PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

**FINANCING STATEMENT**

1. Name & Address of Debtor: WILLIAM C. TREVILLIAN  
7872 Dogwood Blossom Road  
Severn, MD 21144
2. Name & Address of Secured Party: SEVERN SAVINGS BANK, FSB  
1919A West Street  
Annapolis, MD 21401
3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:
  - (a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

- (b) Proceeds of all collateral are covered.

13-2

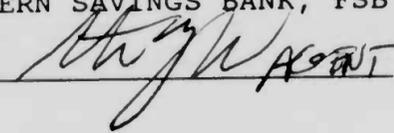
4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

  
\_\_\_\_\_  
WILLIAM C. TREVILLIAN (SEAL)

Secured Party:

SEVERN SAVINGS BANK, FSB

By:   
\_\_\_\_\_  
(SEAL)

Please return after recordation to:

Steven G. Tyler  
Hyatt & Peters  
1919 West Street  
Annapolis, MD 21401

EXHIBIT "A" -LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot 219B, as shown on the plat entitled "Resubdivision, Lot 219, Margate," which plat was prepared by Landtech Associates, Inc., dated May, 1990 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 5437, folio 417.

TOGETHER WITH the right to use in common with others, a 40 foot right of way for ingress and egress as shown on the above referenced plat.

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS  
RECORDATION TAX (IF DUE) PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

FINANCING STATEMENT

1. Name & Address of Debtor: RICHARD L. HOWARD and ELIZABETH  
L. HOWARD  
1429 Oak Bluff Road  
Edgewater, MD 21037
2. Name & Address of Secured Party: BANK OF ANNAPOLIS  
1900 Fairfax Road  
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

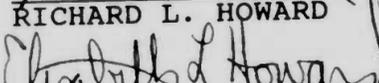
Debtor:

Secured Party:

 (SEAL)  
RICHARD L. HOWARD

BANK OF ANNAPOLIS

By:  (SEAL)

 (SEAL)  
ELIZABETH L. HOWARD

Please return after recordation to:

Steven G. Tyler  
Hyatt & Peters  
1919 West Street  
Annapolis, MD 21401

EXHIBIT "A" - LEGAL DESCRIPTION

ALL those parcels of land, situate, lying and being in Anne Arundel County, State of Maryland, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lots Numbered 4114 and 4115, as shown on the "Third Map of Woodland Beach," which said plat is recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 8, folio 10, together with the right, title and interest to that portion of the road or roads, streets or avenues immediately adjoining said premises.

BEING the same property which by deed of even date herewith and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland prior hereto, was granted and conveyed by PAUL CARLOW unto RICHARD L. HOWARD and ELIZABETH L. HOWARD.

To Be Recorded:

- In The Land Records of Anne Arundel County, Maryland
- In The Chattel Records Of Anne Arundel County, Maryland
- In The Financing Statement Records Of The Maryland State Department Of Assessments and Taxation

**AMENDMENT TO FINANCING STATEMENT**

This Amendment To Financing Statement refers to the original financing statements filed as described on Exhibit A attached hereto and made a part hereof.

1. **DEBTOR:** **CROFTON SOUTH, INC.**  
c/o Gilligan Development, Inc.  
Suite 200  
877 Old Baltimore-Annapolis Blvd.  
Severna Park, Maryland 21146  
Attention: W. Dennis Gilligan  
Kevin E. Gilligan
2. **SECURED PARTY:** **SIGNET BANK/MARYLAND**  
7 St. Paul Street - 4th Floor  
Baltimore, Maryland 21202  
Attn: John L. Dilworth,  
Assistant Vice President

3. The original financing statement referred to above is amended by adding to the property described on Exhibit "A" attached thereto, the following real property, to which some of the personal property described in the original financing statement may be affixed:

ALL THAT PROPERTY BEING KNOWN AND DESIGNATED AS FOLLOWS:

BEING known and designated as Lot No. 10 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING known and designated as Lot No. 12 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

12/8

12.00  
.50  
04/03/92  
44 CO. CIRCUIT COURT

BEING known and designated as Lot No. 25 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING known and designated as Lot No. 28 shown on the plat entitled "Crofton South" which plat is recorded among the Plat Records of Anne Arundel County in Plat Book 115, page 32 as Plat No. 6056.

BEING the same property which by Deed recorded or intended to be recorded among the aforementioned land records prior hereto, was conveyed from South Shore Development Company, Inc. to Crofton South, Inc., a Maryland corporation.

The Debtor is the record owner of the above-described real property.

**THE DEBTOR:**

CROFTON SOUTH, INC.,  
A Maryland Corporation

By: [Signature] (SEAL)  
Name: W. Dennis Gilligan  
Title: President

Date: March 6, 1992

**THE SECURED PARTY:**

SIGNET BANK/MARYLAND,  
A Maryland Banking Corporation

By: [Signature] (SEAL)  
John L. Dilworth,  
Assistant Vice President

Date: March 6, 1992

TO FILING OFFICER: After this Amendment has been recorded, please return to:

BRIAN R. LEWIS, ESQUIRE  
Gebhardt & Smith  
The World Trade Center, 9th Floor  
Baltimore, Maryland 21202  
File No.: (BRL) 9373

## EXHIBIT A

(a) In the Land Records of Anne Arundel County, Maryland in Liber 5087, folio 306, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 5231, folio 742; by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 5291, folio 162; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 5364, folio 362, by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 5471, folio 458, and by the Amendment to Financing Statement dated February 7, 1993 and recorded in Liber 5547, folio 136;

(b) In the Chattel Records of Anne Arundel County, Maryland in Liber 555, folio 492, Identifying No. 280867, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 563, folio 121; and by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 566, folio 538; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 569, folio 535, by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 575, folio 126, and by the Amendment to Financing Statement dated February 7, 1993 and recorded in Liber 573, folio 20; and

(c) In the Financing Statement Records of the Maryland State Department of Assessments and Taxation in Liber 3243, folio 2004, Identifying No. 101528083, as modified by the Amendment to Financing Statement dated December 10, 1990, and recorded in Liber 3297, folio 1071, by the Amendment to Financing Statement dated April 4, 1991 and recorded in Liber 3320, folio 306; by the Amendment to Financing Statement dated June 27, 1991 and recorded in Liber 3344, folio 2123, by the Amendment to Financing Statement dated November 22, 1991 and recorded in Liber 3379, folio 587, and by the Amendment to Financing Statement dated February 7, 1993 and recorded in Liber 3398, folio 425.

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

INSTRUCTIONS

1. PLEASE TYPE this form. Fill only along perforation for filing.
2. Remove Secured Party and Debtor copies and send them to clerk with intervening carbon paper to the filing officer. Enclose filing fee.
3. If the space provided for any items on the form is inadequate, the entries should be continued on additional sheets, preferably 8 1/2 x 11. Only one copy of each additional sheet need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, mortgages, etc. may be on any size paper that is convenient to the secured party. Indicate the number of additional sheets attached.
4. If collateral is crops or goods which are or are to become fixtures, describe generally, the real estate and give name of record owner.
5. When a copy of the security agreement is used as a financing statement, it is requested that it be accompanied by a completed but unsigned set of these forms, without extra fee.
6. At the time of original filing, filing officer should return this copy as an acknowledgment. At a later time, secured party may state and sign Termination Legend and use this copy as a Termination Statement.

REORDER FROM  
 Register, Inc.  
 514 PIERCE ST.  
 ANDOVER, MA 01810  
 (617) 421-1713

03/26/92 D78 AFLADELL 8-896-4114 11.50 ANNE ARUNDEL

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) CHRYSLER CORP INSTALLED AT: TATE DODGE ANNAPOLIS 1833 WEST ST ANNAPOLIS, MD 21401-3981	2. Secured Party(ies) and address(es) IBM CREDIT CORPORATION DEPT. C4D MS 7 290 HARBOR DRIVE STAMFORD, CT 06904	3. Maturity date (if any)  For Filing Officer (Date, Time, Number, and Filing Office)												
4. This financing statement covers the following types (or items) of property: IBM EQUIPMENT (INCLUDING ALL ADDITIONS, ACCESSIONS AND UPGRADES) REFERENCED ON IBM SUP #141187 DATED 02/21/92 <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">QTY-TYPE</th> </tr> </thead> <tbody> <tr> <td>001-7785</td> <td>001-4072</td> <td>-</td> <td>-</td> <td>-</td> <td>-</td> </tr> </tbody> </table> RECORDATION TAX NOT REQUIRED SELLER RETAINING EQUIPMENT FOR PRICE		QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	001-7785	001-4072	-	-	-	-	5. Assignee(s) of Secured Party and Address(es) RECORD FEE 11  POSTAGE  #344820 0263 R01 7
QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE	QTY-TYPE									
001-7785	001-4072	-	-	-	-									

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: AA CO, CIRCUIT COB

Filed with: CHRYSLER CORP  
 ATTORNEY IN FACT  
 By: M. HIGGS  
 Signature(s) of Debtor(s)

IBM CREDIT CORPORATION  
 By: M. MARINELLO  
 Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

LOG NUMBER: U2086194720

STATE OF MARYLAND  
BOOK 579 PAGE 169  
FINANCING STATEMENT FORM UCC 1

Anne Arundel County  
Identifying File No. 3034007-001

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

286047

1. DEBTOR

Name CAR DOC, INC.  
Address 2633 Old Annapolis Rd Hanover, MD 21076

2. SECURED PARTY

Name SEABOARD LEASING CORPORATION  
Address P.O. Box 570 Jessup, MD 20794

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_ ~~RECORD FEE~~ 11.00

4. This financing statement covers the following types (or items) of property: (list) ~~POSTAGE~~ .50

ALLEN MODEL # 42-720  
SERIAL NUMBERS: E1K-P5358/A1M-M1437/A1M-P7590/E1L-P6808

Name and address of A  
M347030 0263 R01 714:05  
04/03/92  
MARY M. ROSE

AA CO. CIRCUIT COURT

No full or partial recordation tax required

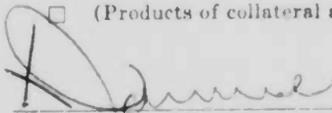
CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

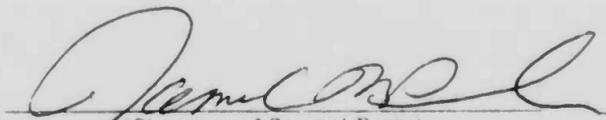
(Products of collateral are also covered)

  
\_\_\_\_\_  
(Signature of Debtor)

WILLIAM TORRANCE  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

  
\_\_\_\_\_  
(Signature of Secured Party)

JAMES C. MCPHERSON  
Type or Print Above Signature on Above Line

11-50

3984

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. \_\_\_\_\_

Page No. Book 572 Page 71

Identification No. \_\_\_\_\_

Dated September 9, 1991

1. Debtor(s) { Thomas H. Mehnert and Lois B. Mehnert  
Name or Names—Print or Type  
627 Edwards Road, Annapolis, MD 21401  
Address—Street No., City - County State Zip Code

2. Secured Party { Sterling Bank & Trust, Co.  
Name or Names—Print or Type  
111 Water Street, Suite 201, Baltimore, MD 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>Lots 70 &amp; 71, Beechwood on the Burley</u></p>

RECORDED FEE 10.00  
POSTAGE .00  
POSTAGE .15  
MICROFILMED COPY NOT FILED  
SEP 11 1992  
MARY H. ROSE  
AN CO. CLERK COURT

Dated: February 26, 1992

Sterling Bank & Trust, Co.

Name of Secured Party

Kimberly A. Back VP.

Signature of Secured Party

Kimberly A. Back, Vice President

Type or Print (Include Title if Company)

10.8

STATE OF MARYLAND

ANNE ARUNDEL  
COUNTY CHATTEL

BOOK 579 PAGE 171

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283812

RECORDED IN LIBER 568 FOLIO 525 ON June 14, 1991 (DATE)

1. DEBTOR

Name PINEY COURTS LIMITED PARTNERSHIP  
c/o Troutman Development Company  
Address 300 Wilde Lake Village Green, Columbia, Maryland 21044

2. SECURED PARTY

Name PROVIDENT BANK OF MARYLAND  
114 East Lexington Street  
Address Baltimore, Maryland 21202

RECORD FEE 10.00  
POSTAGE .50  
#402460 C489 R02 T15:10  
04/03/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Attention: Alex Guggenheim

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Amendment

Exhibit A to the original financing statement is amended to add the following property:  
BEING KNOWN AND DESIGNATED AS Lots 181, 182, 183, 184, 185, and 186, as shown on that Plat entitled, "A P.U.D. townhouse Subdivision Piney Orchard P.U.D. Subdivision, Phase 1, The Courts at Piney Orchard Parcel 8, Section II, Plat 4 of 4," recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 6751 in Plat Book 129, page 27.

PINEY COURTS LIMITED PARTNERSHIP

By: Troutman Development Company,  
A Maryland Corporation,  
General Partner

By: John L. Troutman (SEAL)  
John L. Troutman,  
President

Dated March 11, 1992

PROVIDENT BANK OF MARYLAND  
A Maryland Banking Corporation

By: Alex Guggenheim (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Alex Guggenheim  
(Signature of Secured Party)

Type or Print Above Name on Above Line

10<sup>8</sup> 5

STATE OF MARYLAND

BOOK 579 PAGE 172

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #283434

RECORDED IN LIBER ~~567~~ FOLIO 50 ON 4/17/91 (DATE)

1. DEBTOR

Name New UCB Services, Inc.

Address 7240 Parkway Dr., Suite 140, Hanover, MD 21076

RECORD FEE 36.00  
POSTAGE .50  
#402490 C489 R02 T15:12  
04/03/92

2. SECURED PARTY

Name Ronald G. Kalish

Address 1209 Astor Street, Chicago, IL 60610

MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) Amendment See Exhibit A attached hereto</p>
<p>Anne Arundel Co, MD 1014054-7 82 RE</p>	

RETURN TO:  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2989  
Springfield, Illinois 62708

Dated March 11, 1992

Ronald Kalish  
(Signature of Secured Party) & (Debtor)

Ronald G. Kalish-Pres. of New UCB Services,  
Type or Print Above Name on Above Line Inc. (Debtor)  
& individual capacity (Secured Party)

3/10/92

**EXHIBIT A**

Financing Statement Liber <sup>567</sup>~~567~~ Folio 50 filed with AA County  
Circuit Court

1. The name of the Debtor is amended to be:

UCB Services, Inc.

2. The obligations secured by the property identified on the financing statement filed April 17, 1991 are subordinated pursuant to that certain Subordination Agreement in the form attached hereto.

SUBORDINATION AGREEMENT

WHEREAS, UCB Services, Inc. ("Borrower") is indebted to the Undersigned, as evidenced by a Demand Note in the amount of up to \$125,000 dated March 29, 1991, as the foregoing may be amended (the "Demand Note");

WHEREAS, the Undersigned is desirous of having LaSalle National Bank ("Bank") extend credit to Borrower pursuant to that certain Revolving Credit Agreement by and between Borrower and Bank dated as of March 2, 1992, and Bank has refused to consider the extension of such credit until the Demand Note is subordinated to the Credit Agreement in the manner hereinafter set forth; and

WHEREAS, the extension of credit, as aforesaid, by Bank is necessary or desirable to the conduct and operation of the business of Borrower, and will inure to the personal and financial benefit of the Undersigned;

NOW, THEREFORE, in consideration of the extension of credit by Bank to Borrower pursuant to the Credit Agreement, and for other good and valuable consideration to the Undersigned, the receipt and sufficiency of which hereby is acknowledged, the Undersigned hereby:

(A) subordinates the indebtedness evidenced by the Demand Note to the Undersigned, including without limitation all interest thereon, to any and all indebtedness now or at any time or times hereafter owing by Borrower to Bank pursuant to the Credit Agreement;

(B) agrees to subordinate all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, with respect to the "Accounts Receivable" as defined on Exhibit A hereto and which secure the payment of the Demand Note (the "Undersigned's Collateral") to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which secure the payment of the Credit Agreement (the "Bank's Collateral");

(C) from and after the occurrence of a "Default" (as defined in the Credit Agreement) and unless and until Bank has, in writing, notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged, or until the undersigned shall have received written notice from the Bank that such Default no longer is in effect, or otherwise upon the written consent of Bank, (i) agrees to instruct Borrower not to pay, and agrees not to accept payment of, or assert, demand, sue for or seek to enforce against Borrower or any other person or entity, by setoff or otherwise, all or any portion of the Demand Note; and (ii) irrevocably authorizes Bank (a) to collect, receive, enforce and accept any and all sums or

distributions of any kind that may become due, payable or distributable on or in respect of the Demand Note or the Undersigned's Collateral, whether paid directly by Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (b) in Bank's sole discretion, to make and present claims therefor in, and take such other actions as Bank deems necessary or advisable in connection with, any such proceedings, either in Bank's name or in the name of the Undersigned;

(D) subrogates Bank to the Demand Note and the Undersigned's Collateral to the extent that it also is the Bank's Collateral; and agrees that upon the written request of Bank, it promptly will assign, endorse and deliver to and deposit with Bank the Demand Note;

(E) agrees to receive and hold in trust for and promptly turn over to Bank, in the form received (except for the endorsement or assignment by the Undersigned where necessary), any sums at any time paid to or received by the Undersigned in violation of the terms of this Agreement, and to reimburse Bank for all costs, including reasonable attorney's fees, incurred by Bank in the course of collecting said sums should the Undersigned fail voluntarily to turn the same over to Bank as herein required. If the Undersigned fails to endorse or assign to Bank any items of payment received by the Undersigned on account of the Demand Note, the Undersigned hereby irrevocably makes, constitutes and appoints Bank (and all persons designated by Bank for that purpose) as the Undersigned's true and lawful attorney and agent-in-fact, to make such endorsement or assignment in the Undersigned's name; and

(F) agrees that it shall not modify or amend the Demand Note without the prior written consent of Bank.

Nothing herein shall be deemed to prevent the Undersigned from making additional loans to Borrower pursuant to the Demand Note, or receiving payment on account thereof, including principal thereof and interest thereon, if (A) there has not occurred a Default pursuant to the Credit Agreement, or (B) if, following the occurrence of a Default pursuant to the Credit Agreement, Bank has, in writing, (i) notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged, (ii) notified the Undersigned that such Default no longer is in effect, or (iii) otherwise consented to such action.

The Undersigned represents and warrants to Bank that the Undersigned has not assigned or otherwise transferred the Demand Note or the Undersigned's Collateral, or any interest therein, to any person or entity, that the Undersigned will make no such assignment or other transfer thereof, and that all agreements,

instruments and documents evidencing the Demand Note and the Undersigned's Collateral will be endorsed with proper notice of this Agreement. The Undersigned promptly will deliver to Bank a certified copy of the Demand Note showing such endorsement.

The Undersigned expressly waives all notice of the acceptance by Bank of the subordination and other provisions of this Agreement and all notices not specifically required pursuant to the terms of this Agreement, and the Undersigned expressly waives reliance by Bank upon the subordination and other provisions of this Agreement as herein provided. The Undersigned consents and agrees that the Credit Agreement shall be deemed to have been made, incurred and/or continued at the request of the Undersigned and in reliance upon this Agreement. The Undersigned agrees that Bank has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the Credit Agreement, that Bank shall be entitled to manage and supervise its financial arrangements with Borrower in accordance with its usual practices, without impairing or affecting this Agreement, and that Bank shall have no liability to the Undersigned, and the Undersigned hereby waives any claim which it may now or hereafter have against Bank arising out of (i) any and all actions which Bank takes or omits to take (including without limitation actions with respect to the creation, perfection or continuation of liens or security interests in any existing or future Bank's Collateral, actions with respect to the occurrence of a sale, release or depreciation of, or failure to realize upon, any of Bank's Collateral and actions with respect to the collection of any claim for all or any part of any obligations pursuant to the Credit Agreement from any account debtor, guarantor or other person or entity with respect to the Credit Agreement or to the collection of any amounts payable pursuant to the Credit Agreement or the valuation, use, protection or release of Bank's Collateral), (ii) Bank's election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. Secs. 101 et seq.) (the "Bankruptcy Code") of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Borrower, as debtor in possession. Without limiting the generality of the foregoing, the Undersigned waives the right to assert the doctrine of marshalling with respect to any of the Bank's Collateral, and consents and agrees that Bank may proceed against any or all of the Bank's Collateral in such order as Bank shall determine in its sole discretion.

The Undersigned agrees that Bank, at any time or from time to time hereafter, may enter into such agreements with Borrower as Bank may deem proper extending the time of payment of or renewing or otherwise altering the terms of the Credit Agreement or affecting any of the Bank's Collateral, and may release any balance of funds of Borrower with Bank, without notice to the Undersigned and without in any way impairing or affecting this Agreement.

This Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding upon the Undersigned and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of Bank, its successors and assigns until Bank has, in writing, notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged. Bank may continue, without notice to the Undersigned, to lend monies, extend credit and make other accommodations to or for the account of Borrower on the faith hereof. The Undersigned hereby agrees that all payments received by Bank may be applied, reversed and reapplied, in whole or in part, to the Credit Agreement, without impairing or affecting this Agreement.

The Undersigned hereby assumes responsibility for keeping itself informed of the financial condition of Borrower, any and all endorsers and any and all guarantors of the Credit Agreement and the Demand Note and of all other circumstances bearing upon the risk of nonpayment of the Credit Agreement and the Demand Note that diligent inquiry would reveal, and the Undersigned hereby agrees that Bank shall have no duty to advise the Undersigned of information known to Bank regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Bank, in its sole discretion, undertakes, at any time or from time to time, to provide any information of the type described herein to the Undersigned, Bank shall be under no obligation subsequently to update any such information or to provide any such information to the Undersigned on any subsequent occasion.

No waiver shall be deemed to be made by Bank of any of its rights hereunder unless the same shall be in writing signed on behalf of bank, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and in no way shall impair the rights of Bank or the obligations of the Undersigned to Bank in any other respect at any other time.

**THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.**

To induce Bank to accept this Agreement, the Undersigned irrevocably agrees that, subject to Bank's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. THE UNDERSIGNED HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE.** The Undersigned hereby irrevocably appoints and designates the Secretary of State of Illinois, whose address is Springfield, Illinois (or any other person having and





EXHIBIT A

(a) All Accounts Receivable of Debtor now existing or hereafter arising or acquired, whether evidenced by an Invoice, open account or promissory note;

(b) All proceeds and products of any and all of the foregoing; and

When used herein the following terms shall have the following meanings:

(i) "Account Receivable" shall include any and all accounts, chattel paper, contract rights, notes, drafts, and general intangibles consisting of rights to payment, whether now existing or hereafter arising or acquired, all as defined in the Illinois Uniform Commercial Code.

(ii) "Invoice" shall mean a bill submitted to an Account Debtor for goods sold or services rendered on or before the date which it bears. Each Invoice shall indicate the time when and location where such goods were shipped or delivered or services were performed and the amount due therefor, and shall, on its face, be due not more than sixty (60) days a the date which it bears.

Subject to the express definitions set forth above, all terms used herein and/or the Security Agreement which are defined in the Uniform Commercial Code of Illinois shall have the same meanings herein and/or the Security Agreement as in the Uniform Commercial Code of Illinois.

PFM:HS  
S22532.AGR  
March 11, 1992

STATE OF MARYLAND

BOOK 579 PAGE 181

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. #283435

RECORDED IN LIBER 567 FOLIO 52 ON 4/17/91 (DATE)

1. DEBTOR

Name New UCB Services, Inc.  
Address 7240 Parkway Dr., Suite 140, Hanover, MD 21076

2. SECURED PARTY

Name Ian R.N. Bund  
Address 4251 Plymouth Rd., Ann Arbor, MI 48106-0986

RECORD FEE 36.00  
POSTAGE .50  
#402500 C489 R02 T15:13  
04/03/92

MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)  
Amendment  
See Exhibit A

Anne Arundel Co, MD 1014054-8 82 RC

RETURN TO:  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2969  
Springfield, Illinois 62703

Dated March 11, 1992



(Signature of Secured Party) & (Debtor)

Ian R.N. Bund - Chairman of New UCB Services,

Type or Print Above Name on Above Line Inc. (Debtor)  
& individual capacity (Secured Party)

36.00

**EXHIBIT A**

Financing Statement Liber 567Folio 52 filed with AA County  
Circuit Court

1. The name of the Debtor is amended to be:

UCB Services, Inc.

2. The obligations secured by the property identified on the financing statement filed April 17, 1991 are subordinated pursuant to that certain Subordination Agreement in the form attached hereto.

SUBORDINATION AGREEMENT

WHEREAS, UCB Services, Inc. ("Borrower") is indebted to the Undersigned, as evidenced by a Demand Note in the amount of up to \$125,000 dated March 29, 1991, as the foregoing may be amended (the "Demand Note");

WHEREAS, the Undersigned is desirous of having LaSalle National Bank ("Bank") extend credit to Borrower pursuant to that certain Revolving Credit Agreement by and between Borrower and Bank dated as of March 2, 1992, and Bank has refused to consider the extension of such credit until the Demand Note is subordinated to the Credit Agreement in the manner hereinafter set forth; and

WHEREAS, the extension of credit, as aforesaid, by Bank is necessary or desirable to the conduct and operation of the business of Borrower, and will inure to the personal and financial benefit of the Undersigned;

NOW, THEREFORE, in consideration of the extension of credit by Bank to Borrower pursuant to the Credit Agreement, and for other good and valuable consideration to the Undersigned, the receipt and sufficiency of which hereby is acknowledged, the Undersigned hereby:

(A) subordinates the indebtedness evidenced by the Demand Note to the Undersigned, including without limitation all interest thereon, to any and all indebtedness now or at any time or times hereafter owing by Borrower to Bank pursuant to the Credit Agreement;

(B) agrees to subordinate all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, with respect to the "Accounts Receivable" as defined on Exhibit A hereto and which secure the payment of the Demand Note (the "Undersigned's Collateral") to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which secure the payment of the Credit Agreement (the "Bank's Collateral");

(C) from and after the occurrence of a "Default" (as defined in the Credit Agreement) and unless and until Bank has, in writing, notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged, or until the undersigned shall have received written notice from the Bank that such Default no longer is in effect, or otherwise upon the written consent of Bank, (i) agrees to instruct Borrower not to pay, and agrees not to accept payment of, or assert, demand, sue for or seek to enforce against Borrower or any other person or entity, by setoff or otherwise, all or any portion of the Demand Note; and (ii) irrevocably authorizes Bank (a) to collect, receive, enforce and accept any and all sums or

distributions of any kind that may become due, payable or distributable on or in respect of the Demand Note or the Undersigned's Collateral, whether paid directly by Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (b) in Bank's sole discretion, to make and present claims therefor in, and take such other actions as Bank deems necessary or advisable in connection with, any such proceedings, either in Bank's name or in the name of the Undersigned;

(D) subrogates Bank to the Demand Note and the Undersigned's Collateral to the extent that it also is the Bank's Collateral; and agrees that upon the written request of Bank, it promptly will assign, endorse and deliver to and deposit with Bank the Demand Note;

(E) agrees to receive and hold in trust for and promptly turn over to Bank, in the form received (except for the endorsement or assignment by the Undersigned where necessary), any sums at any time paid to or received by the Undersigned in violation of the terms of this Agreement, and to reimburse Bank for all costs, including reasonable attorney's fees, incurred by Bank in the course of collecting said sums should the Undersigned fail voluntarily to turn the same over to Bank as herein required. If the Undersigned fails to endorse or assign to Bank any items of payment received by the Undersigned on account of the Demand Note, the Undersigned hereby irrevocably makes, constitutes and appoints Bank (and all persons designated by Bank for that purpose) as the Undersigned's true and lawful attorney and agent-in-fact, to make such endorsement or assignment in the Undersigned's name; and

(F) agrees that it shall not modify or amend the Demand Note without the prior written consent of Bank.

Nothing herein shall be deemed to prevent the Undersigned from making additional loans to Borrower pursuant to the Demand Note, or receiving payment on account thereof, including principal thereof and interest thereon, if (A) there has not occurred a Default pursuant to the Credit Agreement, or (B) if, following the occurrence of a Default pursuant to the Credit Agreement, Bank has, in writing, (i) notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged, (ii) notified the Undersigned that such Default no longer is in effect, or (iii) otherwise consented to such action.

The Undersigned represents and warrants to Bank that the Undersigned has not assigned or otherwise transferred the Demand Note or the Undersigned's Collateral, or any interest therein, to any person or entity, that the Undersigned will make no such assignment or other transfer thereof, and that all agreements,

instruments and documents evidencing the Demand Note and the Undersigned's Collateral will be endorsed with proper notice of this Agreement. The Undersigned promptly will deliver to Bank a certified copy of the Demand Note showing such endorsement.

The Undersigned expressly waives all notice of the acceptance by Bank of the subordination and other provisions of this Agreement and all notices not specifically required pursuant to the terms of this Agreement, and the Undersigned expressly waives reliance by Bank upon the subordination and other provisions of this Agreement as herein provided. The Undersigned consents and agrees that the Credit Agreement shall be deemed to have been made, incurred and/or continued at the request of the Undersigned and in reliance upon this Agreement. The Undersigned agrees that Bank has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the Credit Agreement, that Bank shall be entitled to manage and supervise its financial arrangements with Borrower in accordance with its usual practices, without impairing or affecting this Agreement, and that Bank shall have no liability to the Undersigned, and the Undersigned hereby waives any claim which it may now or hereafter have against Bank arising out of (i) any and all actions which Bank takes or omits to take (including without limitation actions with respect to the creation, perfection or continuation of liens or security interests in any existing or future Bank's Collateral, actions with respect to the occurrence of a sale, release or depreciation of, or failure to realize upon, any of Bank's Collateral and actions with respect to the collection of any claim for all or any part of any obligations pursuant to the Credit Agreement from any account debtor, guarantor or other person or entity with respect to the Credit Agreement or to the collection of any amounts payable pursuant to the Credit Agreement or the valuation, use, protection or release of Bank's Collateral), (ii) Bank's election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. Secs. 101 et seq.) (the "Bankruptcy Code") of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Borrower, as debtor in possession. Without limiting the generality of the foregoing, the Undersigned waives the right to assert the doctrine of marshalling with respect to any of the Bank's Collateral, and consents and agrees that Bank may proceed against any or all of the Bank's Collateral in such order as Bank shall determine in its sole discretion.

The Undersigned agrees that Bank, at any time or from time to time hereafter, may enter into such agreements with Borrower as Bank may deem proper extending the time of payment of or renewing or otherwise altering the terms of the Credit Agreement or affecting any of the Bank's Collateral, and may release any balance of funds of Borrower with Bank, without notice to the Undersigned and without in any way impairing or affecting this Agreement.

This Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding upon the Undersigned and its heirs, personal representatives, successors and assigns, and shall inure to the benefit of Bank, its successors and assigns until Bank has, in writing, notified the Undersigned that the Credit Agreement has been paid in full and all obligations arising in connection therewith have been discharged. Bank may continue, without notice to the Undersigned, to lend monies, extend credit and make other accommodations to or for the account of Borrower on the faith hereof. The Undersigned hereby agrees that all payments received by Bank may be applied, reversed and reapplied, in whole or in part, to the Credit Agreement, without impairing or affecting this Agreement.

The Undersigned hereby assumes responsibility for keeping itself informed of the financial condition of Borrower, any and all endorsers and any and all guarantors of the Credit Agreement and the Demand Note and of all other circumstances bearing upon the risk of nonpayment of the Credit Agreement and the Demand Note that diligent inquiry would reveal, and the Undersigned hereby agrees that Bank shall have no duty to advise the Undersigned of information known to Bank regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Bank, in its sole discretion, undertakes, at any time or from time to time, to provide any information of the type described herein to the Undersigned, Bank shall be under no obligation subsequently to update any such information or to provide any such information to the Undersigned on any subsequent occasion.

No waiver shall be deemed to be made by Bank of any of its rights hereunder unless the same shall be in writing signed on behalf of bank, and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and in no way shall impair the rights of Bank or the obligations of the Undersigned to Bank in any other respect at any other time.

**THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.**

To induce Bank to accept this Agreement, the Undersigned irrevocably agrees that, subject to Bank's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. THE UNDERSIGNED HEREBY CONSENTS AND SUBMITS TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE.** The Undersigned hereby irrevocably appoints and designates the Secretary of State of Illinois, whose address is Springfield, Illinois (or any other person having and





EXHIBIT A

(a) All Accounts Receivable of Debtor now existing or hereafter arising or acquired, whether evidenced by an Invoice, open account or promissory note;

(b) All proceeds and products of any and all of the foregoing; and

When used herein the following terms shall have the following meanings:

(i) "Account Receivable" shall include any and all accounts, chattel paper, contract rights, notes, drafts, and general intangibles consisting of rights to payment, whether now existing or hereafter arising or acquired, all as defined in the Illinois Uniform Commercial Code.

(ii) "Invoice" shall mean a bill submitted to an Account Debtor for goods sold or services rendered on or before the date which it bears. Each Invoice shall indicate the time when and location where such goods were shipped or delivered or services were performed and the amount due therefor, and shall, on its face, be due not more than sixty (60) days a the date which it bears.

Subject to the express definitions set forth above, all terms used herein and/or the Security Agreement which are defined in the Uniform Commercial Code of Illinois shall have the same meanings herein and/or the Security Agreement as in the Uniform Commercial Code of Illinois.

PFM:HS  
S22532.AGR  
March 11, 1992

STATE OF MARYLAND

BOOK 579 PAGE 190

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 567 FOLIO 140 ON 4/19/91 (DATE)

1. DEBTOR

Name New UCB Services, Inc.  
Address 7240 Parkway Drive, Suite 400, Hanover, MD 21076

RECORD FEE 10.00  
POSTAGE .50  
#102520 C489 R02 T15-15  
04/03/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name Trans Union Corporation  
Address 555 West Adams Street, Chicago, IL 60606

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p>Termination</p>
	1014054-26 82 RE	
	Anne Arundel Co, MD	

RETURN TO:  
LEXIS® DOCUMENT SERVICES  
P.O. Box 2989  
Springfield, Illinois 62703

Dated March 16, 1992

Ralph Sorice 3/16/92  
(Signature of Secured Party)

RALPH SORICE VP  
Type or Print Above Name on Above Line

1000  
50

File with Anne Arundel Clerk of Circuit Court

286045

BOOK 579 PAGE 191

THIS FINANCING STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

1. DEBTOR (IF PERSONAL) LAST NAME Martens Cars of Annapolis, Inc.	FIRST NAME dba Martens Subaru-Volvo	M.I.	1A. PREFIX	1B. SUFFIX
1C. MAILING ADDRESS 1930 West Street		1D. CITY, STATE Annapolis, MD		1E. ZIP CODE 21401
2. ADDITIONAL DEBTOR (IF PERSONAL) LAST NAME	FIRST NAME	M.I.	2A. PREFIX	2B. SUFFIX
2C. MAILING ADDRESS		2D. CITY, STATE		2E. ZIP CODE
3. SECURED PARTY (IF PERSONAL) LAST NAME Volvo Finance North America, Inc.	FIRST NAME	M.I.		
3A. MAILING ADDRESS 1900 Firman Dr., Suite 700		3B. CITY, STATE Richardson, TX		3C. ZIP CODE 75081
4. ASSIGNEE OF SECURED PARTY (IF ANY)				
4A. MAILING ADDRESS		4B. CITY, STATE		4C. ZIP CODE

5. This FINANCING STATEMENT covers the following types or items of property. (If collateral is crops, fixtures, timber or minerals, read Instruction B. 5-6 on back.)

- (A) Inventory now owned or hereafter acquired by Debtor consisting of:
  - (i) all new and used motor vehicles;
  - (ii) all other new or used goods;
  - (iii) all parts, accessory items, and attachments.
- (B) Documents of title covering Inventory aforesaid.
- (C) All personal property now owned or hereafter acquired consisting of:
  - rights of set-off, accounts, chattel paper, instruments, general intangibles, goods, and insurance proceeds received by or due to Debtor.
- (D) All tools, equipment, furniture and fixtures now owned or hereafter acquired.
- (E) All proceeds of the property of the type listed in (A), (B), (C), and (D).

MARYLAND RECORDATION TAX NOT REQUIRED

6. CHECK ONLY IF APPLICABLE	6A. <input type="checkbox"/> PRODUCTS OF COLLATERAL ARE ALSO COVERED	6B. <input type="checkbox"/> THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS.	NUMBER OF ADDITIONAL SHEETS PRESENTED
-----------------------------	--	---	---------------------------------------

7. CHECK APPROPRIATE BOX	7A. THIS FINANCING STATEMENT IS SIGNED BY THE SECURED PARTY INSTEAD OF THE DEBTOR TO PERFECT A SECURITY INTEREST IN COLLATERAL IN ACCORDANCE WITH INSTRUCTION B. 7 ITEM:	<input type="checkbox"/> (1) <input type="checkbox"/> (2) <input type="checkbox"/> (3) <input type="checkbox"/> (4) <input type="checkbox"/> (5)
--------------------------	--	--

8. SIGNATURE(S) OF DEBTOR(S)	MARTENS CARS OF ANNAPOLIS, INC. BY: <i>Harry Martens Jr.</i> Harry Martens, Jr.	THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, NUMBER, FILING OFFICER)
SIGNATURE(S) OF SECURED PARTY(IES)	VOLVO FINANCE NORTH AMERICA, INC. BY: <i>Robert W. Bryant</i> Robert W. Bryant	

RECORD FEE 12.00  
 POSTAGE .50  
 #402510 C489 R02 T15:14  
 04/03/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

9. Return copy to:

NAME	Volvo Finance North America, Inc.
ADDRESS	Dealer Finance Division
CITY	1900 Firman Dr., Suite 700
STATE	Richardson, Tx 75081
ZIP	

(1) Filing Officer Copy-Numerical

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286046

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ - 0 -

If this statement is to be recorded in land records check here.

This financing statement Dated 3/30/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hans Christian Yachts, Inc.
Address 7078 Bembe Beach Road, Annapolis, Maryland 21403

2. SECURED PARTY

Name Patti O. White
Address 444 Waggamon Circle, Annapolis, Maryland 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attachment 1 attached hereto

Name and address of Assignee

RECORD FEE 33.00

POSTAGE .50

#347390 0263 R01 TOB+25

04/06/92

MARY M. ROSE

AA CO. CIRCUIT COURT

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Hans Christian Yachts, Inc.

By: [Signature] (Signature of Debtor)

Geoffrey R. White, President
Type or Print Above Name on Above Line

[Signature] (Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature] (Signature of Secured Party)

Patti O. White

Type or Print Above Signature on Above Line

55-50

ATTACHMENT 1

- A. All trademarks, service marks, trade names now or hereafter owned by Assignor ("Trademarks").
1. All applications and registrations of the trademarks in any state of the United States, in the United States Trademark Office and in any foreign country and locality (said applications and registrations being listed on Schedule A attached hereto and made a part hereof);
  2. All tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, without limitation, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
  3. All rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
  4. All packaging, labeling, trade names, service marks, logos and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
  5. All licenses and other agreements, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and

6. All goodwill of Assignor's business connected with, symbolized by or in any way related to the items set forth in this paragraph A.

B. Copyrights. All current and future copyrights, registered and unregistered, including, without limitation, the copyrights listed on Schedule B attached hereto and made a part hereof ("Copyrights").

C. Molds and Tooling. All current and future molds and tooling, including, without limitation, those identified on Schedule C attached hereto and made a part hereof.

D. Licenses. All licenses and other agreements, and all fees, rents, royalties, proceeds or monies thereunder relating to the Collateral and the use thereof. Such licenses and agreements are listed in Schedule D attached hereto and made a part hereof.

E. Proceeds. Any proceeds from the Collateral listed on Schedules A through D hereof.

All of the foregoing items described in paragraphs A through E are hereinafter referred to collectively as the "Collateral."

Schedule ATRADEMARKS REGISTERED OR PENDING IN U.S. TRADEMARK OFFICE

<u>Trademark</u>	<u>Reg. or Serial No.</u>	<u>Reg./Filing Date</u>
Hans Christian	1,124,155	20 yrs./08-14-79
Positive	1,455,149	20 yrs./09-01-87
Wolfe	1,455,915	20 yrs./09-01-87
Christina	1,411,230	20 yrs./09-30-86

TRADEMARKS REGISTERED OR PENDING IN  
ANY STATE OR FOREIGN COUNTRY

<u>State/Country</u>	<u>Trademark</u>	<u>Reg. or Filing No.</u>	<u>Reg./Filing Date</u>
Japan	Hans Christian	2064067	10 yrs./07-22-88
Germany	Wolfe	1128377	10 yrs./02-10-88
Canada	Hans Christian	326,524	15 yrs./04-16-87
Benelux	Wolfe	438,858	10 yrs./10-09-81
France	Wolfe	1,450,146	10 yrs./02-16-88
Taiwan	Wolfe	352769	10 yrs./01-01-87
Taiwan	Hans Christian	18179	Pending
Taiwan	Christina	18180	Pending
Taiwan	Hansa	35264	10 yrs./02-01-87
Taiwan	Positive	352768	10 yrs./01-01-87
Thailand	Christina	134,530	10 yrs./08-21-89
Thailand	Independence	134,531	10 yrs./08-21-81
Thailand	Hans Christian	136,028	10 yrs./08-21-81

Schedule B

REGISTERED AND UNREGISTERED COPYRIGHTS

Registered

<u>Title</u>	<u>Reg. Number</u>	<u>Date of Registration</u>
Christina Engineering Book	VA.71-623	02/01/85

Unregistered Copyrights in Designs

33T	44PH
38T	C40
38MKII	C43
41T	C48
43T	C52
48T	I45
39PH	I52

Schedule CMOLDS AND TOOLING

33T (old mold)	at D.E.I.T.C. Dutcheast Indies Trading Co. Bangkok
48T (new mold)	at D.E.I.T.C.
43T (new mold)	at King Dragon King Dragon Yacht Industrial Corp. 4F, No. 8, Li Nong Street Pei Tou, Taipei, Taiwan R.O.C. (Big Lo)
145 (new mold)	at King Dragon
C40 (new mold)	at King Dragon
44 pilot house (new mold)	at King Dragon
41T (new mold)	at D.E.I.T.C.
C52 (new mold)	at D.E.I.T.C.
C48 (to the extent of Assignor's interest) (new mold)	at Dong Sung Dong Sung Co. South Korea
Wolfe 46 (to the extent of Assignor's interest) (new mold)	at Dong Sung
38MKII (old mold)	at D.E.I.T.C.
C43 (new molds)	at D.E.I.T.C.
39 pilot house (new mold)	at D.E.I.T.C.

Schedule D

LICENSES AND OTHER AGREEMENTS RELATED TO THE COLLATERAL

1. Master Mold Lease Agreement, dated December 1, 1990, by and between Hans Christian Yachts, Inc., a California corporation ("Assignor"), and Jules Co. Ltd., a Thai limited company ("Jules Co."), pursuant to which Assignor has leased the molds described in Schedule C hereof to Jules Co. and granted certain rights therein to Patti O. White, Assignee in the foregoing Agreement.

CERTIFICATE AS TO  
MARYLAND RECORDATION TAX COMPUTATION

To: Clerk, Circuit Court of Anne Arundel County  
Re: Loan in the Original Principal Amount of \$230,510.07  
From: Patti O. White to Hans Christian Yachts, Inc., a  
California corporation (the "Debtor")

---

With respect to the above-referenced loan and the collateral for this loan and the security interest which is being perfected by means of the accompanying financing statement, the Debtor certifies to the best of its knowledge and information as follows:

(a) The principal amount of debt secured by the accompanying financing statement is \$230,510.07.

(b) The collateral for the loan consists of general intangibles (copyrights, trademarks and contract rights) which are property exempt from the recordation tax, and certain molds and tooling (all of which are located outside of the United States).

(c) Pursuant to Sections 12-105(a)(2) and 12-108(k) of the Tax-Property Article of the Annotated Code of Maryland the collateral for the loan is either exempt or excluded from the recordation tax by reason of being located outside of the State of Maryland and, accordingly, no recordation tax is due upon the filing of the accompanying financing statement.

IN WITNESS WHEREOF, the Debtor executes this Certificate as of this 30 day of March, 1992.

HANS CHRISTIAN YACHTS, INC.

By: Geoffrey R. White  
Geoffrey R. White, President

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 50,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

The Annapolis Yacht Club, Inc.

Corner of Compromise and Duke of Gloucester Streets

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

One (1) Acme H-60/4 120,000 lb. capacity Hoist S/N: 1987 and one (1) 1987 Hawk Model R-18=E-X Road Transporter, VIN R18EXHHH1032.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00  
 RECORD TAX 200.00  
 POSTAGE 1.00  
 MARY MD. ROSE  
 1A CO. CIRCUIT COURT

Debtor (or Assignor)  
The Annapolis Yacht Club, Inc.

Secured Party (or Assignee)

BY: *James C. Kiddle* *James* FARMERS NATIONAL BANK OF MARYLAND

*Robert B. Durrell*

BY: *Ross J. Selby*  
*Ross J. Selby*

Type or print names under signature

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

11  
350  
-50

BOOK 579 PAGE 201

41104 (Haley)

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
~~MUNICIPAL~~ RECORDS  
CHATTEL (A.A.Co.)

For Filing Officer Use	
File No.....	.....
Date &	.....
Hour .....	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement

Date of Filing December 29, 1989 Record Reference  
Maturity date (if any) None Liber 550 at folio 49

Date of Filing: December 27, 1991 Record Reference  
Maturity Date (if any) None Liber 575 at folio 468

Date of Filing: December 27, 1991 Record Reference  
Maturity Date (if any) None Liber 575 at folio 478

RECORD FEE 10.00

POSTAGE .50

M347696 C263 R01 T11:27

04/06/92

Return to:  
SHELLER & KORPECK  
8801 Georgia Avenue  
Suite 700  
Silver Spring, Maryland 20910

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
STANLEY HALLE COMMUNITIES, INC.	9500	Annapolis Road, A-5,	Lanham, Md.	20706

AA CO. CIRCUIT COURT

Name of Secured Party or assignee	No.	Street	City	State
SOVRAN BANK/MARYLAND	6610	Rockledge Drive,	Bethesda, Maryland	20817

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

Lot numbered Twelve (12) as shown on Plat entitled "PLAT 2, THE COURTS OF FOUR SEASONS" recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 115, Page 41, Plat No. 6065.

10  
5

NATIONSBANK, formerly Sovran Bank/Maryland

Debtor(s) or assignor(s)

By: \_\_\_\_\_ (Seal)  
 \_\_\_\_\_  
 (Corporate, Trade or Firm Name)  
*Alice G. Haley*  
 \_\_\_\_\_  
 Signature of Secured Party or Assignee  
*Vice President*  
 \_\_\_\_\_  
 (Owner, Partner or Officer and Title)  
 (Signatures must be in ink)

(Type or print name under signature)

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
~~LAND~~ RECORDS (A.A.Co.)  
CHATTEL

For Filing Officer Use	
File No.....	
Date &	
Hour .....	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement

Date of Filing December 29, 1989 Record Reference  
Maturity date (if any) None Liber 550 at folio 49

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
--	-----	--------	------	-------

STANLEY HALLE COMMUNITIES, INC., 9500 Annapolis Road, A-5, Lanham, Md. 20706

Name of Secured Party or assignee	No.	Street	City	State
-----------------------------------	-----	--------	------	-------

SOVRAN BANK/MARYLAND, 6610 Rockledge Drive, Bethesda, Md. 20817

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective. RECORD FEE 10.00
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement. POSTAGE .50
- RELEASE  
From the property described in the original Financing Statement identified above, the prop-  
erty described below is released. 04/06/92
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party  
under the original Financing Statement identified above. MARY M. ROSE  
AN CO. CLERK COURT
- OTHER

RETURN TO:

Lot numbered and lettered One Hundred Fifty-six-R (156R)  
as shown on Plat entitled, "REVISED PLAT TWO, THE COURTS OF FOUR SEASONS"  
recorded among the Land Records of Anne Arundel County, Maryland in Plat  
Book 128, Page 10, Plat No. 6684.

Debtor(s) or assignor(s)

_____	SOVRAN BANK/MARYLAND	(Seal)
_____	(Corporate, Trade or Firm Name)	
_____	By: <u>Edmund K. Delany</u>	
_____	Signature of Secured Party or Assignee	
_____	Edmund K. Delany, Vice President	
(Type or print name under signature)	(Owner, Partner or Officer and Title)	(Signatures must be in ink)

10  
8

Return to:  
WHEELER & KORPECK  
8601 Georgia Avenue  
Suite 700  
Silver Spring, Maryland 20910

286049

BOOK 579 PAGE 203

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Richard Lee Gessford DBA/  
Annapolis Septic Service  
6742 Old Solomons Island Rd  
Friendship, Maryland 20758

2 Secured Party(ies) and Address(es)

Prince Frederick Motor Co Inc.  
Rt 2 & 4  
Prince Frederick, Maryland 20678

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00

POSTAGE .50

#348230 0263 R01 T12:11

04/06/92

4 This financing statement covers the following types (or items) of property

1986 International 1954 IHTLDUXN9GHA49094

Lely 2400 Gallon Septic Tank & Pumpout System 19823907

"Document not subject to recordation tax--security agreement  
executed by Debtor"

5 Assignee(s) of Secured Party and Address(es)

MARY M. ROSE  
Associates Commercial Corp  
1801 McCombie Drive  
Landover, Md 20786

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state
- which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: AA 1376463

Richard Lee Gessford DBA/  
Annapolis Septic Service

Prince Frederick Motor Co Inc.

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

603469 Rev 12-80

FILING OFFICER COPY - ALPHABETICAL

579 204

286050

11-50  
1-1-50  
12-50

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee
- Central Credit Control Inc.  
Central Billing Service Inc
- 
- Name or Names
- 7700 Ritchie Highway, Suite 468, Glen Burnie, MD 21061
- | Address - Street No. | City-County | State | Zip Code |
|----------------------|-------------|-------|----------|
|                      |             |       |          |
- RECORD FEE 12.00
2. Lessor
- The Equipment Leasing Company
- POSTAGE .50
- Box 307, Riderwood, Maryland 21139 #348240 C263 R01 T12:14
- 04/06/92
3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)
- MARY M. ROSE
- 3 M Model 7560 (ANSI Cartridge) reader-Printer w/out Lens PA CO, CIRCUIT COURT  
7520 Lens (23 5x Reduction)  
Frame masking Kit

Lessee:

Central Credit Control Inc.  
Central Billing Service Inc.

Carole Fauler  
(Signature of Lessee)

Carole Fauler President  
(Type or Print) (Include Title)

Lessor:

THE EQUIPMENT LEASING COMPANY

G. Arnold Kaufman  
(Signature of Lessor)

G. ARNOLD KAUFMAN, CEO  
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded, please mail the same to:  
The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

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BOOK 579 PAGE 205

286051

11/8/90  
11/5

NOT TO BE RECORDED IN LAND RECORDS

FINANCING STATEMENT

NOT SUBJECT TO RECORDING TAX

This statement is being filed for notice purposes and is not intended to convert the lease into a security agreement.

1. Lessee AGENCY INSURANCE COMPANY OF MARYLAND INC.  
Name or Names  
  
813 Maiden Choice Ln. Baltimore, MD 21228  
Address - Street No. City-County State Zip Code
2. Lessor The Equipment Leasing Company  
Box 307, Riderwood, Maryland 21139  
RECORD FEE 11.00  
POSTAGE .50
3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary.)  
ONE LOT OF OFFICE FURNITURE PER INVOICE  
#748250 DRG 501 712\*14  
04/06/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Lessee:  
Agency Insurance Company OF Maryland Inc.

[Signature]  
(Signature of Lessee)

[Signature] President  
(Type or Print) (Include Title)

Lessor:  
THE EQUIPMENT LEASING COMPANY

[Signature]  
(Signature of Lessor)

G. ARNOLD KAUFMAN, CEO  
(Type or Print) (Include Title)

To the Filing Officer: After this statement has been recorded, please mail the same to:  
The Equipment Leasing Company, Box 307, Riderwood, Maryland 21139.

115

**PARTIES**

Debtor name (last name first if individual) and mailing address:  
**KOP-FLEX, INC.**  
**Harmans Road**  
**Harmans, MD 21077**

Debtor name (last name first if individual) and mailing address:

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) name(s) (last name first if individual) and address for security interest information:  
**YORK PENN MACHINERY CO**  
**1124 Roosevelt Ave**  
**PO Box 1272**  
**York, PA 17405**

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:

Special Types of Parties (check if applicable):  
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.  
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.  
 Debtor is a Transmitting Utility.

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)) -  
a.  acquired after a change of name, identity or corporate structure of the Debtor.  
b.  as to which the filing has lapsed.  
c. already subject to a security interest in another county in Pennsylvania -  
 when the collateral was moved to this county.  
 when the Debtor's residence or place of business was moved to this county.  
d. already subject to a security interest in another jurisdiction -  
 when the collateral was moved to Pennsylvania.  
 when the Debtor's location was moved to Pennsylvania.  
e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

11  
10  
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**FINANCING STATEMENT**  
**Uniform Commercial Code Form UCC-1**  
**IMPORTANT - Please read instructions on reverse side of page 4 before completing**

Filing No. (stamped by filing officer): Date, Time, Filing Office (stamped by filing officer):

BOOK 579 PAGE 206 286052

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box):

Secretary of the Commonwealth.  
 Clerk of **Circuit Court, Anne Arundel** County.  
 real estate records of \_\_\_\_\_ County.

Number of Additional Sheets (if any):  
Optional Special Identification (Max. 10 characters):

**COLLATERAL**

Identify collateral by item and/or type:  
**New Cincinnati T-10 HMC Horizontal Machining Center S/N 3621B1192-0007 with all standard equipment and accessories.**

This filing is for informational purposes and not subject to recordation tax.

RECORD FEE 11.00  
POSTAGE .50g

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)) -

- a.  crops growing or to be grown on -
- b.  goods which are or are to become fixtures on -
- c.  minerals or the like (including oil and gas) as extracted on -
- d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

4348290 0263 R01 T12:19  
04/06/92  
HART H. ROSE  
AA CO. CIRCUIT COURT

the following real estate:  
Street Address:  
Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_ for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet.  
Name of record owner (required only if no Debtor has an interest of record):

**DEBTOR SIGNATURE(S)**

Debtor Signature(s): **KOP-Flex Inc**  
1 *J. E. Stevenson Jr*  
1a **J. E. Stevenson Jr**  
tb **Ex V. P. & CFO**

RETURN RECEIPT TO:

**YORK PENN MACHINERY CO**  
**1124 Roosevelt Ave**  
**PO Box 1272**  
**York, PA 17405**



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code as an acknowledgment.

1. Debtor(s) (Last Name First) and address(es) Price, Seth & Eleanor 402 Benfield Rd. Severna Park, MD 21044	2. Secured Party(ies) and address(es) Continental Contractors, Inc. 304 Madeline Ave. Glen Burnie, MD 21060	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Furnish & install 14 windows, one storm door Total amount financed 3691.00 Not subject to tax recorded in land records To perfect a security interest taken or retained by a seller of collateral to secure all or part of its price		RECORD FEE 12.00 POSTAGE .50 #346520 0263 R01 T13:20 5. Assignee(s) of Secured Party and Address: Chrysler First Fin. 5550 Stearns W. Pike Columbia, MD 21044 AA CO, CIRCUIT COURT

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Filed with:

By Seth Price Signature(s) of Debtor(s)  
 By Eleanor O. Price Signature(s) of Debtor(s)  
 By Pat Wilder Signature(s) of Secured Party(ies)  
 Continental Contractors, Inc.

286056

BOOK 579 PAGE 208

The underlying secured transaction being publicized by this Financing Statement  is  is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ \_\_\_\_\_.

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS  YES  NO

CLERK, CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 04-01-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:  <b>TOWNE PARK LTD. 3 CHURCH CIRCLE ANNAPOLIS, MD 21401</b>	Check the box indicating the kind of statement. Check only one box.  <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party  <b>Annapolis National Bank P.O. Box 2279  Annapolis, MD 21404-2279</b>	Name and address of Assignee
Date of maturity, if any	Check if proceeds/products of collateral are covered ( X )

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate)

All Inventory, Chattel Paper, Accounts, Contract Rights, Equipment and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state or when the debtor's location was changed to this state, or  which is proceeds of the original collateral described above in which a security interest was perfected.

TOWNE PARK LTD.  
By: *Jerry B. South*  
Signature of Debtor

Annapolis National Bank  
*[Signature]*  
Signature of Secured Party

RECORD FEE 11.00  
NOTARIAL .50  
MAY 1992 0063 R01 T13:21  
04/08/92

MARY M. ROSE  
AA CO. CIRCUIT COURT

Clerk of Court, Anne Arundel County  
Financing Statement Records  
Court House  
7 Church Circle  
Annapolis, Maryland 21401

286057

BOOK 579 PAGE 209

F I N A N C I N G   S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Ross J. VanAntwerp, M.D.  
484 A Ritchie Highway  
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company  
1824 George Avenue  
Annapolis, Maryland 21401

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- 

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_.

5. This transaction is  , is not  exempt from the recordation tax. 11.00  
Principal amount of the Debt is \$ 34,000.00

RECORD TAX 238.00

POSTAGE .50

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: Charles E. Ruch, Jr.  
Charles E. Ruch, Jr.  
Vice President

(Type Name and Title)

DEBTOR:

Ross J. VanAntwerp, M.D.  
Ross J. VanAntwerp, M.D.  
Preventive Care Health Center

04/06/92

MARY M. ROSE

AA CO. CIRCUIT COURT

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company  
1824 George Avenue  
Annapolis, Maryland 21401

11-  
238  
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✓ TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS  
 TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS  
 OF STATE DEPARTMENT OF ASSESSMENTS & TAXATION

286058

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland/State Department of Assessments and Taxation for filing pursuant to the Uniform Commercial Code.

RECORD FEE 14.00  
 POSTAGE .50  
 #403330 C489 R02 T14:39  
 04/06/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

<u>NAME OF SECURED PARTY</u>	<u>ADDRESS</u>
1. Annapolis National Bank	2083 West Street Annapolis, Maryland 21401

<u>NAME OF DEBTOR</u>	<u>ADDRESS</u>
2. Charles M. Schurman Barbara L. Schurman	1202 Watervale Court Pasadena, Maryland 21122

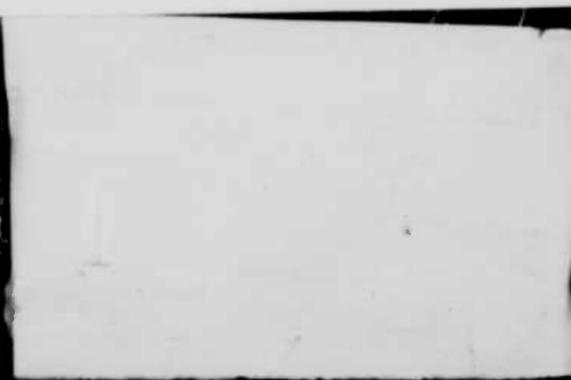
3. The Debtor grants to the Secured Party a security interest in, and this Financing Statement covers:

a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

c. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.

1430



d. All rents, profits, and benefits to the extent they may constitute contract rights, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.

- 4. In addition to the previously described kinds and types of property owned by the Debtor, the Debtor assigns, transfers, and sets over to the Secured Party all of the Debtor's right, title and interest in and to, and grants to the Secured Party a continuing security interest in, all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party, which security interest shall be independent of and in addition to any right of set-off which the Secured Party may have.
- 5. Some of the above-described personal property is to be affixed to the real estate described in Schedule "A", attached hereto, being located in Anne Arundel County, Maryland, and described in a Deed of Trust of even date herewith and recorded among the Land Records of Anne Arundel County, Maryland, from the Debtor to the Trustee named therein for the benefit of the Secured Party. The aforementioned Deed of Trust serves as the security agreement which creates the security interest evidenced by this financing statement.
- 6. The proceeds and products of collateral are secured, as are future advances and after acquired property.
- 7. This Financing Statement is not subject to a Recordation Tax.
- 8. This Financing Statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a deed of trust from the aforesaid debtors securing the aforesaid secured party, dated the 24th day of March, 1992 and recorded simultaneously herewith (or prior hereto) among the Land Records of Anne Arundel County, Maryland.

EXECUTED THIS 24th day of March, 1992.

WITNESS:

Ben Michaelson

Charles M. Schurman (SEAL)  
Barbara L. Schurman (SEAL)

ATTEST:

Ben Michaelson

ANNAPOLIS NATIONAL BANK  
By: Jeffrey Armiger, Vice President

AFTER RECORDING RETURN TO:  
BENJAMIN MICHAELSON, JR., P.A.  
80 West Street, Suite 110  
Annapolis, MD 21401  
File No. S-13194

SCHEDULE "A"

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered One (1) and Two (2) as shown on the plat entitled "Administrative Plat CRAIN CENTRAL STATION" and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 144, page 32 at Plat #7805. Being in the Fifth Assessment District of said County.

## To Be Recorded:

- Among the Financing Statement Records of Anne Arundel County, Maryland.
- Among the Records of the Maryland State Department of Assessments and Taxation.

Not subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Article of the Annotated Code of Maryland.

Principal Amount is \$25,000.00.

The appropriate recordation taxes, if any, have been paid upon the filing of a Deed of Trust and Security Agreement (the "Deed of Trust") recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

RECORD FEE 14.00  
 POSTAGE .50  
 #403340 C489 R02 T14:39  
 04/06/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

**FINANCING STATEMENT**

1. Debtors: Charles M. Schurman  
6 Central Avenue  
Glen Burnie, MD 21061  
  
Barbara Schurman  
6 Central Avenue  
Glen Burnie, MD 21061
2. Secured Party: Glen Burnie Urban Renewal Associates  
7779 New York Lane  
Glen Burnie, MD 21061
3. This Financing Statement covers the following types of property: All fixtures, furniture, or personal property of any kind, now or hereafter located in the below described property. All rents, issues and profits from the said property; all contract rights of and from the properties; and all building materials and equipment now or hereafter delivered to the property intended to be installed therein.
4. The above described personal property may be affixed to the real property, described in Exhibit A attached hereto and made a part hereof.
5. Proceeds of collateral are covered.

1400  
53

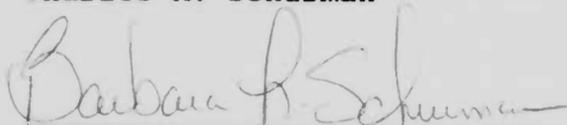
6. Products of collateral are covered.

BOOK 579 PAGE 214

DEBTOR:

  
Charles M. Schurman

Dated: 3-24-92

  
Barbara Schurman

Dated: 3-24-92

**Filing Officer:** After Recording Please Return to:

Barry Weiskopf, Esquire  
Kaplan, Heyman, Greenberg,  
Engelman & Belgrad, P.A.  
10th Floor - Sun Life Building  
20 South Charles Street  
Baltimore, MD 21201  
(301) 539-6967

SCHEDULE "A"

BOOK 579 PAGE 215

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lots Numbered One (1) and Two (2) as shown on the plat entitled "Administrative Plat CRAIN CENTRAL STATION" and recorded among the Land Records of Anne Arundel County, Maryland, in Plat Book 144, page 32 at Plat #7805. Being in the Fifth Assessment District of said County.

FINANCING STATEMENT

TO BE RECORDED IN  
THE FINANCING STATEMENT  
RECORDS OF ~~SDAT~~ ANNE ARUNDEL  
COUNTY, MARYLAND

RECORDATION TAX ON  
THE PRINCIPAL AMOUNT  
OF \$1,600,000 HAS  
BEEN PAID TO THE  
CLERK OF THE COURT  
FOR ANNE ARUNDEL  
COUNTY, MARYLAND

This Financing Statement is presented to a Filing  
Officer pursuant to the Uniform Commercial Code:

RECORD FEE 18.00  
POSTAGE .50  
#403380 C489 R02 T14:41  
04/06/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

1. Debtor:

Address:

Fox Hollow Associates

1410 Forest Drive  
Suite 30  
Annapolis, Maryland 21403

2. Secured Party:

Address:

Provident Bank of  
Maryland

114 E. Lexington Street  
Baltimore, Maryland 21202  
Attn: Commercial Real Estate  
Department

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by the Debtor and located in or upon any interest or estate in land described below or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including, without limiting the generality of the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitutions for, or additions to the same;

1850

(b) The reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases and contracts of sale with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land;

(c) All documents, instruments, general intangibles, chattel paper, contract rights, inventory and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom; and

(d) All the rights, title, interest and privileges which the Debtor as seller has or may have in the contracts of sale now existing or hereafter made and affecting the herein described land, as such contracts may have been, or may from time to time be, modified, extended and renewed, with all deposits, proceeds, income and profits due and becoming due therefrom.

4. The aforesaid items are included as security in an Assignment of Contracts and Other Income and Security Agreement from Debtor to Secured Party and in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Frank J. Scarangelo and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland.

5. Proceeds of collateral are covered hereunder.



6. The land is more particularly described in Exhibit A attached hereto. BOOK 579 PAGE 219

Debtor:

FOX HOLLOW ASSOCIATES,  
a Maryland general partnership

By: Sylmar Homes, Inc.,  
a Maryland corporation,  
General Partner

By: Robert Libson  
Robert Libson,  
President

Dated: April 2, 1992

Please return to:

Sandra H. Darby, Esquire  
Semmes, Bowen & Semmes  
250 West Pratt Street  
Baltimore, Maryland 21201

32:1250  
FINANCING STATEMENT

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286061

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don't tax indicate amount of taxable debt here. \$ 179,000.00

If this statement is to be recorded  
in land records check here.

Recordation Tax paid to Anne Arundel County in the amount of \$1,253.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name B & H Excavating Co., Inc.  
Address 6924 Fort Smallwood Road Baltimore, Maryland 21226

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.  
Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 17.00

RECORD TAX 1253.00

POSTAGE .50

M748990 0263 R01 T15:27

04/06/92

MARY M. ROSE

AA CO. CIRCUIT COURT

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

B & H Excavating Co., Inc.

[Signature]  
(Signature of Debtor)  
James E. Hurst, Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

ORIX Credit Alliance, Inc.

[Signature]  
(Signature of Secured Party)  
FRANKIE TETLOW, ASST. OPER. MGR.  
Type or Print Above Signature on Above Line  
John P. White

17-  
1253  
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Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns, and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS  
.....  
Secretary/Witness  
By James E. Hurst Secretary (Title)  
B & H Excavating Co., Inc. (Seal)  
Mortgagor

STATE OF Maryland } ss.  
COUNTY OF Baltimore  
James E. Hurst being duly sworn, deposes and says:

- 1. He is the President of B & H Excavating Co., Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
NOTARY PUBLIC  
(Notarial Seal)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS:  
I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual) as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership) and known as and to be member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation) to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing; and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument; that he resides at \_\_\_\_\_ that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written  
(Notarial Seal) NOTARY PUBLIC

**SCHEDULE "A"**

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or \_\_\_\_\_ dated \_\_\_\_\_ March 27, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Mack Cab & Chassis	RW713	1M2AY1DY3JM003473
One (1)	Used John Deere Bulldozer	1986 450E	40004
One (1)	Used Caterpillar Crawler Loader	963	21Z02387
One (1)	Used Caterpillar Dozer	1975 D7G	92V00917
One (1)	Used Ingersoll Rand Roller	1982 SP56	5232
One (1)	Used Caterpillar Pan	1966 621A	23H855
One (1)	Used Caterpillar Dozer	1971 D-8H	46A26775
One (1)	Used Caterpillar Loader	1979 977L	14X1329
One (1)	Used Caterpillar Grader	1969 12F	73G2564
One (1)	Used Lincoln Portable Welder		A705291
Two (2)	Used Caterpillar Scraper Pans	1976 621B	45P1421 45P1423
One (1)	Used Caterpillar Loader	1972 955L	85J6105
One (1)	Used John Deere Crawler	1980 450C	352416
One (1)	Used Caterpillar Root Rake	1985	
One (1)	Used Rockland Root Rake	1987	LR-1574
One (1)	Used International Truck	1974	43747DGALL466
One (1)	Used Thiele Demo Trailer	1976	30DST720482
One (1)	Used Chevrolet Blazer	1985	1G8EK18H5FF203482
One (1)	Used Rogers 35 ton Trailer	1985	20265
One (1)	Used Chevrolet 1-ton Service Body Truck	1988	1GBHR34K0JJ138353
One (1)	Used Chevrolet ½-ton Pick-up Truck	1988	1GCCS14R2J2280788
One (1)	Used Lincoln Mark 7	1990	1LNCM93E9LY689745
	And all attachments and accessories thereto.		

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

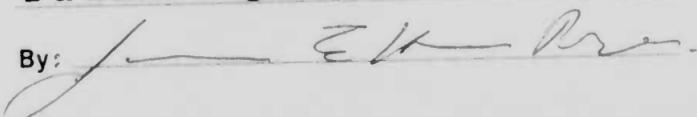
Secured Party/Seller/Mortgagee/Lessor:

ORIX Credit Alliance, Inc.

By: \_\_\_\_\_

Debtor/Purchaser/Mortgagor/Lessee:

B & H Excavating Co., Inc.

By: 

286062

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Maryland Industrial Truck, Inc. 1330 West Nursery Road Linthicum, MD 21090	2. Secured Party(ies) and address(es) Peabody Myers Corporation Attn: Credit Dept. 1621 S. Illinois St. Streator, IL 61364	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #349010 0263 R01 T15:29 04/06/92 MARY M. ROSE
4. This financing statement covers the following types (or items) of property: Sunvac street sweepers, Vactor sewer and catch basin cleaners, truck chassis on which the same are mounted, together with associated engines, transmissions, and all replacement parts, additions or accessions, and all cash and non cash proceeds of sale of each thereof, including Accounts, presently or hereafter acquired.		5. Assignee (Name of court and address) CLERK OF CIRCUIT COURT P.O. Box 71 ANNAPOLIS, MD 21404

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented  
 Filed with: Clerk of Circuit COURT P.O. Box 71 Annapolis, MD 21404

By [Signature]  
 Signature(s) of Debtor(s)

By Mary Jane Perry  
 Signature(s) of Secured Party(ies)

BOOK 579 PAGE 225

286063

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) TECHLAWN INTERNATIONAL, INC. P.O. BOX 452 SHADYSIDE, MD 20764	2. Secured Party(ies) and Address(es) FORD NEW HOLLAND CREDIT CO. <i>RECORDED</i> 11.00 PO BOX 36387 #349050 C263 R01 T15:34 RICHMOND, VA 23235 04/06/92
---	--

For Filing Officer (Date, Time, Number and Filing Office)

MARY M. ROSE

3. This Financing Statement covers the following types (or items) of personal property: *AA CO. CIRCUIT COURT*

2 NEW FERRIS PRO-CUT FRONT MOWERS, SER.#'S 3218 & 3233.

Check if covered:  Proceeds of collateral covered  Products of collateral covered

4. This transaction is exempt from the Recording Tax:  
"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"  
Filed with:

*[Signature]*  
SIGNATURE OF DEBTOR  
TECHLAWN INTERNATIONAL, INC.

FORD NEW HOLLAND CREDIT CO.  
NAME OF SECURED PARTY  
*[Signature]*  
BY  
CHRIS HANBURGER.

STATEMENT OF AMENDMENT OF  
FINANCING STATEMENT

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed among the Financing Statement Records of Anne Arundel County, Maryland, in Liber 572, Folio 540, on October 1, 1991. Identification No. 284667.

- 1. Name And Address Of Debtor: Landcon, Inc.  
8745R Mylander Lane  
Baltimore, Maryland 21204  
Attention: Richard Yaffe,  
President
- 2. Name And Address Of Secured Party: The Citizens National Bank  
390 Main Street  
Laurel, Maryland 20707
- 3. Name and Address Of Trustees: Martin A. Sharpless  
Patricia G. Woods  
The Citizens National Bank  
390 Main Street  
Laurel, Maryland 20707

4. The original Financing Statement referred to above shall be amended and hereby is, amended as follows:

The parcel of land described in Exhibit A attached thereto as a part thereof (and the improvements now or hereafter existing thereon) shall be, and hereby is, amended to include those lots described in Exhibit A attached hereto and made a part hereof.

10.00  
POSTAGE .50  
APR 06 1992  
04/06/92  
MARY H. ROSE  
CIRCUIT COURT

DEBTOR:  
LANDCON, INC.

SECURED PARTY:  
THE CITIZENS NATIONAL BANK

By: *Richard Yaffe*  
RICHARD YAFFE, PRESIDENT

By: *Patricia G. Woods*  
PATRICIA G. WOODS, A.V.P.

Return To:  
Martin L. Goozman, Esquire  
Wilson, Goozman, Bernstein and Markuski  
9101 Cherry Lane, Suite 207  
Laurel, Maryland 20708

*158*

EXHIBIT A

LEGAL DESCRIPTION

BEING KNOWN AND DESIGNATED as Lot No. 32, as shown on that Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 Parcel 15A", Plat 4 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7067 in Plat Book 135, Page 44; and

BEING KNOWN AND DESIGNATED as Lot No. 33, as shown on that Plat entitled, "Orchard Gate at Piney Orchard P.U.D. Subdivision, Phase 1 Parcel 15A", Plat 2 of 4, recorded among the Land Records of Anne Arundel County, Maryland as Plat No. 7065 in Plat Book 135, Page 44.

Remit To: Martin L. Goozman, Esquire  
Wilson, Goozman, Bernstein and Markuski  
9101 Cherry Lane, Suite 207  
Laurel, Maryland 20708

**PARTIES**

Debtor name (last name first if individual) and mailing address:

**JOHN S. PRICE**  
**7810 CLARK RD D28**  
**JESSUP MD 20794** 1

Debtor name (last name first if individual) and mailing address:

**CONNIE L. PRICE**  
**7810 CLARK RD D28**  
**JESSUP MD 20794** 1a

Debtor name (last name first if individual) and mailing address:

**Secured Party(ies) names(s) (last name first if individual) and address for security interest information:**

**MOBILE HOME ASSOCIATES**  
**HOLIDAY MOBILE ESTATES**  
**CLARK ROAD**  
**JESSUP MD 20794** 2

**Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:**

**GREEN TREE ACCEPTANCE, INC.**  
**3062 PS BUSINESS CENTER**  
**WOODBIDGE VA 22192** 2a

- Special Types of Parties (check if applicable):**
- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
  - The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
  - Debtor is a Transmitting Utility.

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es))-

- a.  acquired after a change of name, identity or corporate structure of the Debtor.
- b.  as to which the filing has lapsed.
- c. already subject to a security interest in another county in Pennsylvania-
  - when the collateral was moved to this county.
  - when the Debtor's residence or place of business was moved to this county.
- d. already subject to a security interest in another jurisdiction-
  - when the collateral was moved to Pennsylvania
  - when the Debtor's location was moved to Pennsylvania.
- e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

**Secured Party Signature(s)**  
 (required only if box(es) is checked above):

**MOBILE HOME ASSOCIATES**  
*by Keith Marts*

**FINANCING STATEMENT**

Uniform Commercial Code Form UCC-1

**BOOK 579 PAGE 228**  
**IMPORTANT-Please read instructions on reverse side of page 4 before completing**

Filing No. (stamped by filing officer): **286064** Date, Time, Filing Office (stamped by filing officer):

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)

- Secretary of the Commonwealth. **RECORD FEE 12.00** County
- Prothonotary of **ALLEGANY COUNTY** County **7/15/72**
- real estate records of **ALLEGANY COUNTY** County **6**

Number of Additional Sheets (if any): **08/05/72**

Optional Special Identification (Max. 10 characters): **8**

**COLLATERAL**

Identify collateral by item and/or type:

**1992 THE COMMODORE CORPORATION CAPEWOOD**  
**28 X 56 SERIAL# AQ266336AB AND INCLUDING**  
**ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES**  
**THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE**  
**ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR**  
**PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT**  
**OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING**  
**STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY**  
**HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR**  
**THE STATE LAW EQUIVALENT STATUTE.**

(check only if desired) Products of the collateral are also covered. **9**

Identify related real estate, if applicable: The collateral is, or includes (check appropriate box(es))-

- a.  crops growing or to be grown on -
- b.  goods which are or are to become fixtures on -
- c.  minerals or the like (including oil and gas) as extracted on -
- d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:

Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_  
 for \_\_\_\_\_ County. Uniform Parcel Identifier \_\_\_\_\_

Described on Additional Sheet.

Name of record owner (required only if no Debtor has an interest of record):

**DEBTOR SIGNATURE(S)**

Debtor Signature(s):

**JOHN S. PRICE** *John S Price*

**CONNIE L. PRICE** *Connie L Price*

1b  
**RETURN RECEIPT TO:**

**GREEN TREE ACCEPTANCE, INC.**

**3062 PS BUSINESS CENTER**  
**WOODBIDGE VA 22192**

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286065

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Flight
Address Airport Square VII, Suite 380, Baltimore, MD 21240

2. SECURED PARTY

Name Keystone Foods Corporation
Address 931 Haverford Road
Bryn Mawr, PA 19010

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)
#0056275-801 COUNTY - Anne Arundel
(1) 1980 British Aerospace HS125-700A Aircraft, Serial No. 1, to Lease Supplement No. 1, attached hereto and made a part hereof, together with all accessories, additions and attachments thereto and substitutions and replacements therefor. This filing is made for precautionary purposes. Lessor and Lessee consider the underlying transaction to be a true lease. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement.

RECORD FEE 11.00
POSTAGE .05
POSTAGE .45
#108410 0191 003 713128
04/06/92
MARY H. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- XX (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Assignee: Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, CT 06856

David E. Russell
(Signature of Debtor)

Margaret Miller
(Signature of Assignee)

DAVID E. RUSSELL
Type or Print Above Name on Above Line

John J. Coggins VP
(Signature of Secured Party)

(Signature of Debtor)

John J. Coggins
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

11.50

Description of Aircraft and Lessor's Cost

<u>Description</u>	<u>Lessor's Cost</u>
<u>1980 British Aerospace, Model HS 125-700A</u> Aircraft which consists of the following components:	
(a) Airframe bearing FAA Registration Mark N <u>10PW</u> and Manufacturer's Serial No. <u>NA273</u> ;	
(b) <u>Two</u> , (2) <u>Garrett; Model MSP-TFE731-3R-1H</u> engines bearing Manufacturer's Serial Nos. <u>P84238</u> and <u>P84239</u> , respectively (each of which has 750 or more rated takeoff horsepower or the equivalent of such horsepower);	
(c) _____, (_____) _____ propellers bearing, respectively, Manufacturer's Serial Nos. _____ and _____, each being rated as follows: _____ _____.	
(d) Standard accessories and optional equipment and such other items fitted or installed on the Aircraft;	
(e) Those items of Lessee Furnished Equipment described in a bill of sale or bills of sale therefor (copies of which are appended hereto), delivered by Lessee to Lessor which constitute appliances and equipment which will be installed on the Aircraft; and	
(f) Other components of Lessor's Cost; and	
(g) Sales tax, if applicable.	

Total Lessor's Cost \$3,500,000.00

*JC*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 570 Page 231

286046

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Sentry Financial Corporation  
Address 201 South Main, Suite 1400, Salt Lake City, Utah 84111

2. SECURED PARTY

Name Sentry Equipment Financing Limited Partnership  
Address 201 South Main, Suite 1400, Salt Lake City, Utah 84111

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See attached Exhibit A

casi20-loan

RECORD FEE 11.00  
POSTAGE .50

Name and address of Assessor  
#108510 C191 R03 T15:33  
04/06/92  
MARY H. ROSE  
AA CO. CIRCUIT COURT

Anne Arundel County, MD

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Linda D. Cary  
(Signature of Debtor)

Sentry Financial Corporation  
Type or Print Above Name on Above Line

L  
(Signature of Debtor)

Type or Print Above Signature on Above Line

JM Rupp COO  
(Signature of Secured Party)

Sentry Equipment Financing Limited Partnership  
Type or Print Above Signature on Above Line

Exhibit A  
to the  
UCC-1 Financing Statement

BOOK 579 PAGE 232

LEASE: Equipment Schedule No. 20 dated March 31, 1992 issued pursuant to Master Lease dated January 31, 1991, between Sentry Financial Corporation, as original Lessor, and CardioAnalysis Systems, Inc., as Lessee.

EQUIPMENT: All medical devices and related equipment under lease to CardioAnalysis Systems, Inc., pursuant to Equipment Schedule No. 20 described above.

casi\RA20LOAN.UCC

19.00

DATE 4-3-92/3:00 PM 286057  
PAGES 4  
DEBTORS 3  
REC. TAX

RECEIVED  
'92 APR 3 PM 2 01

BOOK 579 PAGE 203

AGREEMENT OF INDEMNITY

STATE DEPT. OF  
ASSESSMENT & TAXATION

THIS AGREEMENT of Indemnity, made and entered into this 19th day of June, 19.85, by First Ridge Limited Partnership (Insert full name and address of Contractor) and 407 Crain Highway, Glen Burnie, Maryland 21061 (hereinafter called the Contractor) and John W. Steffey, Sr. and Reliable Homes Corporation, 407 Crain Highway, Glen Burnie, Maryland 21061 (Insert full names and addresses of Indemnitors, if any) (hereinafter called the Indemnitors, if any) and International Fidelity Insurance Company (Insert name and address of Surety) (hereinafter called Surety),

WITNESSETH:

WHEREAS, the Contractor, in the performance of contracts and the fulfillment of obligations generally, whether in its own name solely or as co-adventurer with others, may desire, or be required to give or procure certain surety bonds, undertakings or instruments of guarantee, and to renew, or continue or substitute the same from time to time; or new bonds, undertakings or instruments of guarantee with the same or different penalties, and/or conditions, may be desired or required, in renewal, continuation, extension or substitution thereof; any one or more of which are hereinafter called Bonds; or the Contractor or Indemnitors may request the Surety to refrain from cancelling said Bonds; and

WHEREAS, at the request of the Contractor and the Indemnitors and upon the express understanding that this Agreement of Indemnity should be given, the Surety has executed or procured to be executed, and may from time to time hereafter execute or procure to be executed, said Bonds on behalf of the Contractor; and

WHEREAS, the Indemnitors have a substantial, material and beneficial interest in the obtaining of the Bonds or in the Surety's refraining from cancelling said Bonds.

NOW, THEREFORE, in consideration of the premises the Contractor and Indemnitors for themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, hereby covenant and agree with the Surety, its successors and assigns, as follows:

PREMIUMS

FIRST: The Contractor and Indemnitors will pay to the Surety in such manner as may be agreed upon all premiums and charges of the Surety for the Bonds in accordance with its rate filings, its manual of rates, or as otherwise agreed upon, until the Contractor or Indemnitors shall serve evidence satisfactory to the Surety of its discharge or release from the Bonds and all liability by reason thereof.

INDEMNITY

SECOND: The Contractor and Indemnitors shall exonerate, indemnify, and keep indemnified the Surety from and against any and all liability for losses and/or expenses of whatsoever kind or nature (including, but not limited to, interest, court costs and counsel fees) and from and against any and all such losses and/or expenses which the Surety may sustain and incur: (1) By reason of having executed or procured the execution of the Bonds, (2) By reason of the failure of the Contractor or Indemnitors to perform or comply with the covenants and conditions of this Agreement or (3) In enforcing any of the covenants and conditions of this Agreement. Payment by reason of the aforesaid causes shall be made to the Surety by the Contractor and Indemnitors as soon as liability exists or is asserted against the Surety, whether or not the Surety shall have made any payment therefor. Such payment shall be equal to the amount of the reserve set by the Surety. In the event of any payment by the Surety the Contractor and Indemnitors further agree that in any accounting between the Surety and the Contractor, or between the Surety and the Indemnitors, or either or both of them, the Surety shall be entitled to charge for any and all disbursements made by it in good faith in and about the matters herein contemplated by this Agreement under the belief that it is or was liable for the sums and amounts so disbursed, or that it was necessary or expedient to make such disbursements, whether or not such liability, necessity or expediency existed; and that the vouchers or other evidence of any such payments made by the Surety shall be prima facie evidence of the fact and amount of the liability to the Surety.

ASSIGNMENT

THIRD: The Contractor, the Indemnitors hereby consenting, will assign, transfer and set over, and does hereby assign, transfer and set over to the Surety, as collateral, to secure the obligations in any and all of the paragraphs of this Agreement and any other indebtedness and liabilities of the Contractor to the Surety, whether heretofore or hereafter incurred, the assignment in the case of each contract to become effective as of the date of the bond covering such contract, but only in the event of (1) any abandonment, forfeiture or breach of any contracts referred to in the Bonds or of any breach of any said Bonds; or (2) of any breach of the provisions of any of the paragraphs of this Agreement; or (3) of a default in discharging such other indebtedness or liabilities when due; or (4) of any assignment by the Contractor for the benefit of creditors, or of the appointment, or of any application for the appointment, of a receiver or trustee for the Contractor whether insolvent or not; or (5) of any proceeding which deprives the Contractor of the use of any of the machinery, equipment, plant, tools or material referred to in section (b) of this paragraph; or (6) of the Contractor's dying, absconding, disappearing, incompetency, being convicted of a felony, or imprisoned if the Contractor be an individual: (a) All the rights of the Contractor in, and growing in any manner out of, all contracts referred to in the Bonds, or in, or growing in any manner out of, the Bonds; (b) All the rights, title and interest of the Contractor in and to all machinery, equipment, plant, tools and materials which are now, or may hereafter be, about or upon the site or sites of any and all of the contractual work referred to in the Bonds or elsewhere, including materials purchased for or chargeable to any and all contracts referred to in the bonds, materials which may be in process of construction, in storage elsewhere, or in transportation to any and all of said sites; (c) All the rights, title and interest of the Contractor in and to all subcontracts let or to be let in connection with any and all contracts referred to in the Bonds, and in and to all surety bonds supporting such subcontracts; (d) All actions, causes of actions, claims and demands whatsoever which the Contractor may have or acquire against any subcontractor, laborer or materialman, or any person furnishing or agreeing to furnish or supply labor, material, supplies, machinery, tools or other equipment in connection with or on account of any and all contracts referred to in the Bonds; and against any surety or sureties of any subcontractor, laborer, or materialman; (e) Any and all percentages retained and any and all sums that may be due or hereafter become due on account of any and all contracts referred to in the Bonds and all other contracts whether bonded or not in which the Contractor has an interest.

NOT SUBJECT TO RECOMPUTATION TAX 19.50

FOURTH: If any of the Bonds are executed in connection with a contract which by its terms or by law prohibits the assignment of the contract price, or any part thereof, the Contractor and Indemnitors covenant and agree that all payments received for or on account of said contract shall be held as a trust fund in which the Surety has an interest, for the payment of obligations incurred in the performance of the contract and for labor, materials, and services furnished in the prosecution of the work provided in said contract or any authorized extension or modification thereof; and, further, it is expressly understood and declared that all monies due and to become due under any contract or contracts covered by the Bonds are trust funds, whether in the possession of the Contractor or Indemnitors or otherwise, for the benefit of and for payment of all such obligations in connection with any such contract or contracts for which the Surety would be liable under any of said Bonds, which said trust also inures to the benefit of the Surety for any liability or loss it may have or sustain under any said Bonds, and this Agreement and declaration shall also constitute notice of such trust.

#### UNIFORM COMMERCIAL CODE

FIFTH: That this Agreement shall constitute a Security Agreement to the Surety and also a Financing Statement, both in accordance with the provisions of the Uniform Commercial Code of every jurisdiction wherein such Code is in effect and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety under this Agreement or under law, or in equity.

#### TAKEOVER

SIXTH: In the event of any breach, delay or default asserted by the obligee in any said Bonds, or the Contractor has suspended or ceased work on any contract or contracts covered by any said Bonds, or failed to pay obligations incurred in connection therewith, or in the event of the death, disappearance, Contractor's conviction for a felony, imprisonment, incompetency, insolvency, or bankruptcy of the Contractor, or the appointment of a receiver or trustee for the Contractor, or the property of the Contractor, or in the event of an assignment for the benefit of creditors of the Contractor, or if any action is taken by or against the Contractor under or by virtue of the National Bankruptcy Act, or should reorganization or arrangement proceedings be filed by or against the Contractor under said Act, or if any action is taken by or against the Contractor under the insolvency laws of any state, possession, or territory of the United States the Surety shall have the right, at its option and in its sole discretion and is hereby authorized, with or without exercising any other right or option conferred upon it by law or in the terms of this Agreement, to take possession of any part or all of the work under any contract or contracts covered by any said Bonds, and at the expense of the Contractor and Indemnitors to complete or arrange for the completion of the same, and the Contractor and Indemnitors shall promptly upon demand pay to the Surety all losses, and expenses so incurred.

#### CHANGES

SEVENTH: The Surety is authorized and empowered, without notice to or knowledge of the Indemnitors to assent to any change whatsoever in the Bonds, and/or any contracts referred to in the Bonds, and/or in the general conditions, plans and/or specifications accompanying said contracts, including, but not limited to, any change in the time for the completion of said contracts and to payments or advances thereunder before the same may be due, and to assent to or take any assignment or assignments, to execute or consent to the execution of any continuations, extensions or renewals of the Bonds and to execute any substitute or substitutes therefor, with the same or different conditions, provisions and obligees and with the same or larger or smaller penalties, it being expressly understood and agreed that the Indemnitors shall remain bound under the terms of this Agreement even though any such assent by the Surety does or might substantially increase the liability of said Indemnitors.

#### ADVANCES

EIGHTH: The Surety is authorized and empowered to guarantee loans, to advance or lend to the Contractor any money, which the Surety may see fit, for the purpose of any contracts referred to in, or guaranteed by the Bonds; and all money expended in the completion of any such contracts by the Surety, or lent or advanced from time to time to the Contractor, or guaranteed by the Surety for the purposes of any such contracts, and all costs, and expenses incurred by the Surety in relation thereto, unless repaid with legal interest by the Contractor to the Surety when due, shall be presumed to be a loss by the Surety for which the Contractor and the Indemnitors shall be responsible, notwithstanding that said money or any part thereof should not be so used by the Contractor.

#### BOOKS AND RECORDS

NINTH: At any time, and until such time as the liability of the Surety under any and all said Bonds is terminated, the Surety shall have the right to reasonable access to the books, records, and accounts of the Contractor and Indemnitors; and any bank depository, materialman, supply house, or other person, firm, or corporation when requested by the Surety is hereby authorized to furnish the Surety any information requested including, but not limited to, the status of the work under contracts being performed by the Contractor, the condition of the performance of such contracts and payments of accounts.

#### DECLINE EXECUTION

TENTH: Unless otherwise specifically agreed in writing, the Surety may decline to execute any Bond and the Contractor and Indemnitors agree to make no claim to the contrary in consideration of the Surety's receiving this Agreement; and if the Surety shall execute a Bid or Proposal Bond, it shall have the right to decline to execute any and all of the bonds that may be required in connection with any award that may be made under the proposal for which the Bid or Proposal Bond is given and such declination shall not diminish or alter the liability that may arise by reason of having executed the Bid or Proposal Bond.

#### NOTICE OF EXECUTION

ELEVENTH: The Indemnitors hereby waive notice of the execution of said Bonds and of the acceptance of this Agreement, and the Contractor and the Indemnitors hereby waive all notice of any default, or any other act or acts giving rise to any claim under said Bonds, as well as notice of any and all liability of the Surety under said Bonds, and any and all liability on their part hereunder, to the end and effect that, the Contractor and the Indemnitors shall be and continue liable hereunder, notwithstanding any notice of any kind to which they might have been or be entitled, and notwithstanding any defenses they might have been entitled to make.

#### HOMESTEAD

TWELFTH: The Contractor and the Indemnitors hereby waive, so far as their respective obligations under this Agreement are concerned, all rights to claim any of their property, including their respective homesteads, as exempt from levy, execution, sale or other legal process under the laws of any State, Territory, or Possession.

#### SETTLEMENTS

THIRTEENTH: The Surety shall have the right to adjust, settle or compromise any claim, demand, suit or judgment upon the Bonds, unless the Contractor and the Indemnitors shall request the Surety to litigate such claim or demand, or to defend such suit, or to appeal from such judgment, and shall deposit with the Surety, at the time of such request, cash or collateral satisfactory to the Surety in kind and amount, to be used in paying any judgment or judgments rendered or that may be rendered, with interest, costs, expenses and attorneys' fees, including those of the Surety.

**SURETIES**

BOOK 579 PAGE 235

FOURTEENTH: In the event the Surety procures the execution of the Bonds by other sureties, or executes the Bonds with co-sureties, or reinsures any portion of said Bonds with reinsuring sureties, then all the terms and conditions of this Agreement shall inure to the benefit of such other sureties, co-sureties and reinsuring sureties, as their interests may appear.

**SUITS**

FIFTEENTH: Separate suits may be brought hereunder as causes of action accrue, and the bringing of suit or the recovery of judgment upon any cause of action shall not prejudice or bar the bringing of other suits upon other causes of action, whether theretofore or thereafter arising

**OTHER INDEMNITY**

SIXTEENTH: That the Contractor and the Indemnitors shall continue to remain bound under the terms of this Agreement even though the Surety may have from time to time heretofore or hereafter, with or without notice to or knowledge of the Contractor and the Indemnitors, accepted or released other agreements of indemnity or collateral in connection with the execution or procurement of said Bonds, from the Contractor or Indemnitors or others, it being expressly understood and agreed by the Contractor and the Indemnitors that any and all other rights which the Surety may have or acquire against the Contractor and the Indemnitors and/or others under any such other or additional agreements of indemnity or collateral shall be in addition to, and not in lieu of, the rights afforded the Surety under this Agreement.

**INVALIDITY**

SEVENTEENTH: In case any of the parties mentioned in this Agreement fail to execute the same, or in case the execution hereof by any of the parties be defective or invalid for any reason, such failure, defect or invalidity shall not in any manner affect the validity of this Agreement or the liability hereunder of any of the parties executing the same, but each and every party so executing shall be and remain fully bound and liable hereunder to the same extent as if such failure, defect or invalidity had not existed. It is understood and agreed by the Contractor and Indemnitors that the rights, powers, and remedies given the Surety under this Agreement shall be and are in addition to, and not in lieu of, any and all other rights, powers, and remedies which the Surety may have or acquire against the Contractor and Indemnitors or others whether by the terms of any other agreement or by operation of law or otherwise.

**ATTORNEY IN FACT**

EIGHTEENTH: The Contractor and Indemnitors hereby irrevocably nominate, constitute, appoint and designate the Surety as their attorney-in-fact with the right, but not the obligation, to exercise all of the rights of the Contractor and Indemnitors assigned, transferred and set over to the Surety in this Agreement, and in the name of the Contractor and Indemnitors to make, execute, and deliver any and all additional or other assignments, documents or papers deemed necessary and proper by the Surety in order to give full effect not only to the intent and meaning of the within assignments, but also to the full protection intended to be herein given to the Surety under all other provisions of this Agreement. The Contractor and Indemnitors hereby ratify and confirm all acts and actions taken and done by the Surety as such attorney-in-fact.

**TERMINATION**

NINETEENTH: This Agreement may be terminated by the Contractor or Indemnitors upon twenty days' written notice sent by registered mail to the Surety at its home office at... but any such notice of termination shall not operate to modify, bar, or discharge the Contractor or the Indemnitors as to the Bonds that may have been theretofore executed.

TWENTIETH: This Agreement may not be changed or modified orally. No change or modification shall be effective unless made by written endorsement executed to form a part hereof.

IN WITNESS WHEREOF, we have hereunto set our hands and seals the day and year first above written.

ATTEST OR WITNESS:

*Louise P. Kenneberger*  
*Louise P. Kenneberger*  
*Louise P. Kenneberger*

*First Ridge Hdr. Partnership*  
(Full Name & Address of Contractor)

By *John W. Steffey, Sr., General Partner* (SEAL)

*Reliable Homes, Corp.* (SEAL)  
(Full Name & Address of Indemnitor)

*John W. Steffey, Sr., President*  
*John W. Steffey, Sr.* (SEAL)  
(Full Name & Address of Indemnitor)

*John W. Steffey, Sr.*  
(Full Name & Address of Indemnitor)

By..... (SEAL)

INTERNATIONAL FIDELITY INSURANCE COMPANY

(Surety)

*Maria A. Bracco*  
Witness

By *Charles T. Cohen* (SEAL)  
Charles T. Cohen, Vice President

For Acknowledgment of Contractor's Signature

INDIVIDUAL ACKNOWLEDGMENT

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STATE OF ... COUNTY OF ... ss:

On this ... day of ... in the year 19 ... before me personally come(s)

to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that ... he ... executed the same.

(Signature and title of official taking acknowledgment)

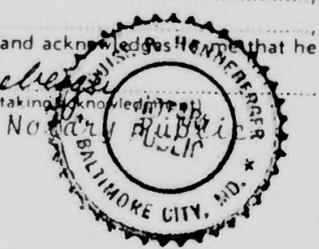
PARTNERSHIP ACKNOWLEDGMENT

STATE OF MARYLAND COUNTY OF Anne Arundel ss:

On this 19th day of June in the year 19 85, before me personally comes

John W. Stebbey, Sr., General Partner, a member of the co-partnership of First Ridge Limited Partnership, to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges that he executed the same as and for the act and deed of the said co-partnership.

Louise P. Henneberger (Signature and title of official taking acknowledgment)



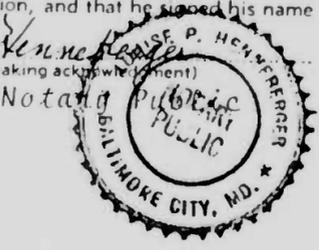
CORPORATE ACKNOWLEDGMENT

STATE OF MARYLAND COUNTY OF Anne Arundel ss:

On this 19th day of June in the year 19 85, before me personally comes

John W. Stebbey, Sr., President of the Reliable Homes Corporation, to me known, who, being by me duly sworn, deposes and says that he resides in the City of Annapolis, Maryland, that he is the ... of the ... corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Louise P. Henneberger (Signature and title of official taking acknowledgment)



For Acknowledgment of Indemnitor's Signatures

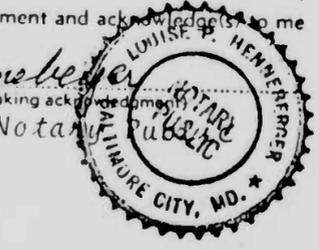
INDIVIDUAL ACKNOWLEDGMENT

STATE OF MARYLAND COUNTY OF Anne Arundel ss:

On this 19th day of June in the year 19 85, before me personally come(s)

John W. Stebbey, Sr., to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that ... he ... executed the same.

Louise P. Henneberger (Signature and title of official taking acknowledgment)



INDIVIDUAL ACKNOWLEDGMENT

STATE OF ... COUNTY OF ... ss:

On this ... day of ... in the year 19 ... before me personally come(s)

to me known and known to me to be the person(s) who (is) (are) described in and who executed the foregoing instrument and acknowledge(s) to me that ... he ... executed the same.

(Signature and title of official taking acknowledgment)

PARTNERSHIP ACKNOWLEDGMENT

STATE OF ... COUNTY OF ... ss:

On this ... day of ... in the year 19 ... before me personally comes

a member of the co-partnership of ... to me known and known to me to be the person who is described in and who executed the foregoing instrument, and acknowledges to me that he executed the same as and for the act and deed of the said co-partnership.

(Signature and title of official taking acknowledgment)

CORPORATE ACKNOWLEDGMENT

STATE OF ... COUNTY OF ... ss:

On this ... day of ... in the year 19 ... before me personally comes

to me known, who, being by me duly sworn, deposes and says that he resides in the City of ... that he is the ... of the ... corporation described in and which executed the foregoing instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Signature and title of official taking acknowledgment)

CLERK'S NOTATION

SAG 5843 Printed in U.S.A.

Document submitted for record in a condition not permitting satisfactory photographic reproduction.



286058

BOOK 579 PAGE 238



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) (Last Name First) and address(es)  
Noise Cancellation Technologies, Inc.  
1015 W. Nursery Road, Suite 101  
Linthicum, MD 21090  
Anne Arundel  
4144-96674

2. Secured Party(ies) and address(es)  
HEWLETT-PACKARD COMPANY  
Finance & Remarketing Division  
1360 Kifer Road  
Sunnyvale, CA 94086

3. Maturity date (if any)  
For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:  
  
Hewlett-Packard Equipment per the attached equipment schedule  
\*\*\*Debtor has authorized secured party to file  
Proceeds of Collateral are covered

RECORD FEE 17.00  
POSTAGE .50  
5. Assignee(s) of Secured Party and Address(es) #108550 0191 R03 715:35  
04/08/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

"This Equipment is not subject to recordation tax."  
"Pursuant to tax Property article #12-108K(4)"  
to perfect a security interest taken or retained by a seller of collateral to secure all or part of its price.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with:  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.  
Check  if covered  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

Noise Cancellation Technologies, Inc.  
BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT  
By: [Signature] Signature(s) of Debtor(s)  
HEWLETT-PACKARD COMPANY  
By: [Signature] Signature(s) of Secured Party(ies)

# HEWLETT-PACKARD

LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT BOOK 579 PAGE 239

LESSOR: HEWLETT-PACKARD COMPANY  
Finance and Remarketing Division  
1360 Kifer Road  
Sunnyvale, CA 94086

Lease Agreement # 4144-96674

Ref: Master Lease Agreement # 4144-96424

LESSOR TAX I.D. #: 94-1081436

RUSH

LESSEE: Noise Cancellation Technologies, Inc.  
(Full Legal Name of Lessee)

1015 W. Nursery Road, Suite 101  
(Street Address)

Linthicum, Anne Arundel, Maryland 21090  
(City) (County) (State) (Zip Code)

Jane Burke 410/636-8700 Federal Tax I.D.#: \_\_\_\_\_  
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street SAME AS ABOVE

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

Master Lease Agreement # 4144-96424  HP Product Warranty, Form # E20, Rev. 910701

Purchase Discount Agreement # \_\_\_\_\_  HP Software Terms, Form # \_\_\_\_\_, Rev. \_\_\_\_\_

HP State/Local Government Rider Form # \_\_\_\_\_, Rev. \_\_\_\_\_  \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement:

Early Buyout Schedule dated 11/15/91  FRD/EASY-1 1-89

\_\_\_\_\_  \_\_\_\_\_

## Terms and Conditions:

- Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
- Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.
- Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successor or assigns the sum of \$ 602.14 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.
- 4a. Amount Financed:** The total amount financed under this Schedule and Agreement, after deducting all applicable credits and discounts is \$ 21,896.00
- 4b. Interest:** [Applicable only to installment sales and leases with \$1.00 buyout options.] The total amount of interest to be paid under this Equipment Schedule and Payment Agreement is \$ N/A
- 5. Purchase, Renewal, Return Options:** Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable lease term or subsequent renewal term, Lessee shall have the option to exercise the following options by providing Lessor with at least sixty (60) days prior written notice of its intention to:
  - purchase all or some of the Equipment covered by this Agreement for:  
(CHECK ONE)
    - The then fair market value of each item of equipment to be purchased. Should Lessee elect to purchase the Equipment at the end of the initial or any renewal term, Lessor will advise the Lessee in writing as to the then applicable Fair Market Value for each item of equipment to be purchased.
    - OR
    - One Dollar (\$1.00) of all items of Equipment (available only for State and Local Government Leases or with special approval);
    - OR
    - Fixed Purchase Option of 35.65 % of the original amount to finance of the Equipment to be purchased; plus any accrued late charges and taxes applicable to the transfer of this Equipment.
  - renew all or some of the Equipment covered by this Agreement for an additional non-cancellable period of twelve (12) months for the:

$$\left[ \frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[ \text{Original Monthly Payment} - 25\% \right]$$

(iii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[ \frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[ \text{Original Monthly Payment} \right]$$

(iv) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Schedule and Agreement, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (iii) above.

During the renewal period, Lessee may purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with sixty (60) days prior written notice. If Lessee has selected a fixed-price purchase option, during the renewal period, such purchase option shall be redetermined based on total lease term.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------	-----------------	----------------	--------------------

SEE ATTACHED EQUIPMENT SCHEDULE "A"

NET PRICE - HARDWARE	\$ 21,896.00
NET PRICE - SOFTWARE	0.00
TOTAL NET PRICE - EQUIPMENT	21,896.00
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	21,896.00

By execution hereof, the signer certifies that s/he has read this Agreement and the attached Exhibits, and that s/he is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: \_\_\_\_\_  
Authorized Signature

NAME/TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

LESSEE: Noise Cancellation Technologies, Inc.

BY: \_\_\_\_\_  
Authorized Signature

NAME/TITLE: VICE PRESIDENT - PRODUCTION

DATE: 4/1/92



EQUIPMENT SCHEDULE: A

LEASE #: 96674

NOISE CANCELLATION TECHNOLOGIES

QTY	MODEL	DESCRIPTION	ITEM LIST PRICE (\$)	ITEM DISC	ITEM NET PRICE (\$)	EXTENDED NET PRICE (\$)
1	35665A	DC TO 102.4KHz SPEC	13250.00		13250.00	13,250.00
1	MA1	DEMO DISCOUNT	-2782.50		-2782.50	(2,782.50)
1	OPT ANA	ADDS 6 Mbytes MEMOR	3000.00		3000.00	3,000.00
1	MA1	DEMO DISCOUNT	-630.00		-630.00	(630.00)
1	OPT 1D1	ADDS REAL-TIME	2000.00		2000.00	2,000.00
1	MA1	DEMO DISCOUNT	-420.00		-420.00	(420.00)
1	OPT 1D2	ADDS SWEPT SINE TRC	1000.00		1000.00	1,000.00
1	MA1	DEMO DISCOUNT	-210.00		-210.00	(210.00)
1	OPT 1D4	ADDS SINGLE BLOCK	500.00		500.00	500.00
1	MA1	DEMO DISCOUNT	-105.00		-105.00	(105.00)
1	OPT 1C2	ADDS HP INSTR BASIC	500.00		500.00	500.00
1	MA1	DEMO DISCOUNT	-105.00		-105.00	(105.00)
1	8904A	SYNTHESIZER	3175.00		3175.00	3,175.00
1	MA1	DEMO DISCOUNT	-476.25		-476.25	(476.25)
1	OPT 001	ADD 3 INTERNL SYNTH	1835.00		1835.00	1,835.00
1	MA1	DEMO DISCOUNT	-275.25		-275.25	(275.25)
1	11817A	RETROFIT KIT	1640.00		1640.00	1,640.00

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NET PRICE-HARDWARE	21,896.00
NET PRICE-SOFTWARE	0.00
TOTAL NET PRICE EQUIPMENT	21,896.00
OTHER COSTS	0.00
LESS DOWN PAYMENT	0.00
AMOUNT TO FINANCE	21,896.00

\* Indicates software item

286069

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This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

1. Debtor(s) (Last Name First) and address(es)  
Noise Cancellation Technologies, Inc.  
1015 W. Nursery Road, Suite 101  
Linthicum, MD 21090  
Anne Arundel  
4144-96673

2. Secured Party(ies) and address(es)  
HEWLETT-PACKARD COMPANY  
Finance & Remarketing Division  
1360 Kifer Road  
Sunnyvale, CA 94086

5. Assignee(s) of Secured Party and Address(es)  
#106540 0191 M3 T1  
04/06/

RECORD FEE 17.10  
POSTAGE .40

4. This financing statement covers the following types (or items) of property:

Hewlett-Packard Equipment per the attached equipment schedule  
\*\*\*Debtor has authorized secured party to file  
Proceeds of Collateral are covered

"This Equipment is not subject to recordation tax."  
"Pursuant to tax Property article #12-108K(4)"  
to perfect a security interest taken or retained by a seller of  
collateral to secure all or part of its price.

MARY H. ROSE  
AA CO. CIRCULAR

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered  Proceeds of Collateral are also covered.  Products of Collateral are also covered No. of additional Sheets presented

Noise Cancellation Technologies, Inc.

BY HEWLETT PACKARD COMPANY, ITS ATTORNEY IN FACT

By:

Signature(s) of Debtor(s)

By:

HEWLETT-PACKARD COMPANY

Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy - Alphabetical

# HEWLETT-PACKARD

## LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 579 PAGE 243

LESSOR: HEWLETT-PACKARD COMPANY  
Finance and Remarketing Division  
1360 Kifer Road  
Sunnyvale, CA 94086

Lease Agreement # 4144-96673

Ref: Master Lease Agreement # 4144-96424

LESSOR TAX I.D. #: 94-1081436

RUSH

LESSEE: Noise Cancellation Technologies, Inc.  
(Full Legal Name of Lessee)

1015 W. Nursery Road, Suite 101  
(Street Address)

Linthicum,  
(City)

Anne Arundel,  
(County)

Maryland  
(State)

21090  
(Zip Code)

Dexter Smith 410/636-8700  
(Contact Name and Phone Number)

Federal Tax I.D.#: \_\_\_\_\_

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street SAME AS ABOVE

City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement:

- Master Lease Agreement # 4144-96424  HP Product Warranty, Form # E20, Rev. 910701  
 Purchase Discount Agreement # \_\_\_\_\_  HP Software Terms, Form # \_\_\_\_\_, Rev. \_\_\_\_\_  
 HP State/Local Government Rider Form # \_\_\_\_\_, Rev. \_\_\_\_\_  EasyRent Program Rider # Easy-1 1/89

The following Exhibits checked below are attached hereto and made a part of this Agreement:

- Early Buyout Schedule dated 11/15/91  \_\_\_\_\_  
 \_\_\_\_\_  \_\_\_\_\_

### Terms and Conditions:

- 1. Non-Cancellable Agreement:** THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
- 2. Term:** The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months following the "Rent Commencement Date" as defined in paragraph 2 of the above referenced Master Agreement, or on the expiration of any applicable renewal period. However, if Lessee has executed this Schedule and Agreement and the Equipment ordered has been delivered prior to Lessor's execution thereof, the term of this Schedule and Agreement shall be effective on the date of execution by Lessee.
- 3. Rent:** As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successor or assigns the sum of \$ 384.24 per month, exclusive of applicable use taxes. Rent shall begin to accrue upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.
- 4a. Amount Financed:** The total amount financed under this Schedule and Agreement, after deducting all applicable credits and discounts is \$ 13,972.50.
- 4b. Interest:** [Applicable only to Installment sales and leases with \$1.00 buyout options.] The total amount of interest to be paid under this Equipment Schedule and Payment Agreement is \$ \_\_\_\_\_.
- 5. Purchase, Renewal, Return Options:** Provided that no event of default has occurred and is continuing to occur at the end of the initial non-cancellable lease term or subsequent renewal term, Lessee shall have the option to exercise the following options by providing Lessor with at least sixty (60) days prior written notice of its intention to:
  - (i) purchase all or some of the Equipment covered by this Agreement for:** (CHECK ONE)
    - The then fair market value of each item of equipment to be purchased. Should Lessee elect to purchase the Equipment at the end of the initial or any renewal term, Lessor will advise the Lessee in writing as to the then applicable Fair Market Value for each item of equipment to be purchased;
    - OR
    - One Dollar (\$1.00) of all items of Equipment (available only for State and Local Government Leases or with special approval);
    - OR
    - Fixed Purchase Option of \_\_\_\_\_% of the original amount to finance of the Equipment to be purchased; plus any accrued late charges and taxes applicable to the transfer of this Equipment.
  - (ii) renew all or some of the Equipment covered by this Agreement for an additional non-cancellable period of twelve (12) months for the:**

$$\left[ \frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[ \text{Original Monthly Payment} \cdot 25\% \right]$$

(iii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left[ \frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right] \times \left[ \text{Original Monthly Payment} \right]$$

(iv) return in accordance with the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions sixty (60) days prior to the expiration of this Schedule and Agreement, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (iii) above.

During the renewal period, Lessee may purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with sixty (60) days prior written notice. If Lessee has selected a fixed-price purchase option, during the renewal period, such purchase option shall be redetermined based on total lease term.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED.

Equipment Schedule:

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------	-----------------	----------------	--------------------

SEE ATTACHED EQUIPMENT SCHEDULE "A"

6. **Early Buyout Option:** At its option beginning with the fourth (4th) month following the Rent Commencement Date, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. Except for leases with fair market value purchase options, the purchase price shall be determined from the above-referenced Early Buyout Schedule. The early buyout purchase price for leases with fair market value purchase options shall be such that Lessor's projected yield from the lease shall be preserved.

7. **Equipment Upgrade/Add-On:** At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.

8. **Upgrade Credit:** If this Schedule and Agreement reflects an upgrade credit for Equipment to be returned by Lessee to Lessor, Lessee agrees to return such Equipment to Lessor within thirty (30) days of delivery and acceptance of the new Equipment acquired hereunder.

9. **Financing Statement:** LESSEE HEREBY NOMINATES AND APPOINTS LESSOR AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF EXECUTING ON ITS BEHALF FINANCING STATEMENTS (AND ANY APPROPRIATE AMENDMENTS THERETO) UNDER THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE, FOR PROTECTIVE PURPOSES, RELATIVE TO THIS AGREEMENT AND THE EQUIPMENT RENTED HEREUNDER.

NET PRICE - HARDWARE	\$ 13,972.50
NET PRICE - SOFTWARE	0.00
TOTAL NET PRICE - EQUIPMENT	13,972.50
OTHER COSTS	0.00
LESS: DOWN PAYMENT/CREDITS	0.00
AMOUNT TO FINANCE	13,972.50

By execution hereof, the signer certifies that s/he has read this Agreement and the attached Exhibits, and that s/he is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: \_\_\_\_\_  
Authorized Signature  
 NAME/TITLE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

LESSEE: Noise Cancellation Technologies, Inc.  
 BY: \_\_\_\_\_  
Authorized Signature  
 NAME/TITLE: VICE PRESIDENT  
 DATE: 3/30/92



EQUIPMENT SCHEDULE: A

LEASE #: 96673

NOISE CANCELLATION TECHNOLOGIES			ITEM LIST	ITEM DISC	ITEM NET PRICE(\$)	EXTENDED NET PRICE(\$)
QTY	MODEL	DESCRIPTION	PRICE(\$)			
1	35665A	DC TO 102.4kHz SPEC	13250.00		13250.00	13,250.00
1	MA1	DEMO DISCOUNT	-2782.50		-2782.50	(2,782.50)
1	MA9	ADDL DISCOUNT	-1325.00		-1325.00	(1,325.00)
1	OPT ANA	ADDS 6 Mbytes MEMOR	3000.00		3000.00	3,000.00
1	MA1	DEMO DISCOUNT	-630.00		-630.00	(630.00)
1	MA9	ADDL DISCOUNT	-300.00		-300.00	(300.00)
1	OPT 1D2	ADDS SWEPT SINE TRC	1000.00		1000.00	1,000.00
1	MA1	DEMO DISCOUNT	-210.00		-210.00	(210.00)
1	MA9	ADDL DISCOUNT	-100.00		-100.00	(100.00)
1	OPT 1D1	ADDS REAL-TIME	2000.00		2000.00	2,000.00
1	MA1	DEMO DISCOUNT	-420.00		-420.00	(420.00)
1	MA9	ADDL DISCOUNT	-200.00		-200.00	(200.00)
1	OPT 1D4	ADDS SINGLE BLOCK	500.00		500.00	500.00
1	MA1	DEMO DISCOUNT	-105.00		-105.00	(105.00)
1	MA9	ADDL DISCOUNT	-50.00		-50.00	(50.00)
1	OPT 1C2	ADDS HP INSTR BASIC	500.00		500.00	500.00
1	MA1	DEMO DISCOUNT	-105.00		-105.00	(105.00)
1	MA9	ADDL DISCOUNT	-50.00		-50.00	(50.00)

NET PRICE-HARDWARE 13,972.50  
NET PRICE-SOFTWARE 0.00

TOTAL NET PRICE EQUIPMENT 13,972.50  
OTHER COSTS 0.00  
LESS DOWN PAYMENT 0.00

AMOUNT TO FINANCE 13,972.50

\* Indicates software item

INDEMNITY FINANCING STATEMENT

## TO BE RECORDED:

- Among the Land Records of Anne Arundel, Maryland  
 Among the Financing Statement Records of Howard County, Maryland  
 Among the Financing Statement Records of Anne Arundel County, Maryland  
 Among the State Department of Assessments and Taxation Financing Statement Records

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

No documentary stamps are required to be affixed to the Indemnity Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same loan.

INDEMNITY FINANCING STATEMENT

## 1. Indemnity Debtor:

Hallmark Builders, Incorporated  
 P.O. Box 1018  
 Columbia, Maryland 21044

RECORD FEE 17.00  
 POSTAGE .50  
 #404680 C489 R02 T13:45  
 04/07/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

2. Secured Parties:

- (a) MERCANTILE MORTGAGE CORPORATION  
 16 South Calvert Street  
 Suite 808  
 Baltimore, Maryland 21202  
 and  
 (b) MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
 Two Hopkins Plaza  
 Baltimore, Maryland 21201

3. Maturity Date of Obligation April 30, 1992

4. (a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and



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LBR/mw

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AFTER RECORDATION, PLEASE RETURN TO:  
REESE AND CARNEY  
10715 Charter Drive  
Columbia, MD 21044  
42209/8375

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot No. 17 as shown on a Plat entitled "Plat 7 of 9, Russett, Parcel 10, Planned Unit Development, Single Family Development, Resubdivision of Parcel 10, Phase 1A", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 138, folio 33.

BEING KNOWN AND DESIGNATED as Lot Nos. 19 and 70 as shown on a Plat entitled "Plat 8 of 9, Russett, Parcel 10, Planned Unit Development, Single Family Development, Resubdivision of Parcel 10, Phase 1A", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 138, folio 34.

286171

ANNE ARUNDEL COUNTY - CHATTEL RECORDS  
TO BE RECORDED IN THE LAND RECORDS (MD)

FINANCING STATEMENT  
AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a filing officer, as a Financing Statement, pursuant to the Uniform Commercial Code:

<b>1. DEBTOR(S) and Address(es):</b> (last name(s) first) StefcO Builders, Inc. 7954 Baltimore-Annapolis Boulevard Suite 2A Glen Burnie, Maryland 21060	<b>2. SECURED PARTY and Address:</b> THE PARADIES DISTRIBUTING CO. 3000 Waterview Avenue Baltimore, Maryland 21230
<b>RETURN TO SECURED PARTY</b>	

3. This Financing Statement covers the following types (or items) of property now and hereafter sold or otherwise furnished by Secured Party to Debtor.

(list property covered in addition to listing below)

refrigerators; freezers; clothes washers and dryers; gas and electric ranges; microwave ovens; air conditioning equipment; heating equipment; instant hot water dispensers; humidifiers and dehumidifiers; dishwashers; hard and soft surface floor covering materials, padding and cushion material; food waste disposers; trash compactors; kitchen and bathroom furnishings, sinks, cabinets, equipment and fixtures; accessories, replacement parts, returns, repurchases and reposessions of all of the foregoing.

4. Proceeds of collateral are covered hereunder.

5. The above described goods are affixed or to be affixed to:

Lot or Block Reference and Address:

Record Owner:

Real Estate description on 1 page(s) attached as a part hereof.

6. This transaction is exempt from the Maryland Recordation Tax.

7. Filed with \_\_\_\_\_

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:  
STEFCO BUILDERS, INC.

SECURED PARTY:

THE PARADIES DISTRIBUTING CO.

\_\_\_\_\_  
(Type Name)

By: Jack W. Steffey, Sr. (SEAL)  
President

By: John Mulkey (SEAL)  
Vice-President/Treasurer

By: \_\_\_\_\_ (SEAL)

\_\_\_\_\_, 19\_\_\_\_  
(Date Signed by Debtor)

RECORD FEE 11.00  
POSTAGE .50  
#646090 C603 R04 T12:16  
04/08/92

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

Handwritten scribbles and initials at the bottom right of the page.

**Terms and Conditions of Security Agreement**

1. Debtor hereby grants to Secured Party a security interest in all of the property of Debtor both now owned and held and hereafter acquired, described in Item number 3 on the front side hereof, and in the proceeds thereof. Such property and its proceeds are hereinafter called "collateral". Secured Party may, from time to time, lend money, extend credit, or sell collateral to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell collateral to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extensions and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of goods, the same shall be payable in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto. If payment terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a note or of a draft or check or other item evidencing a debt or for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.
2. Debtor shall sell said collateral in the ordinary course of business, without expense or liability to Secured Party. The collateral shall be used and kept only at the premises described in Item number 5 on the front side hereof. Debtor authorizes Secured Party to complete Item number 5 on the front side hereof. Further, except for the security interest granted hereby, Debtor represents that collateral has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the collateral against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the collateral insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said collateral; and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall keep proper books and records of all sales or use of the collateral, and, at all reasonable times, shall allow Secured Party, its representatives, or agents, to examine and inspect the collateral and said books and records. Upon demand by Secured Party, Debtor shall deliver to Secured Party such lists or reports of the collateral and the sale thereof as may be required, in form acceptable to Secured Party, and shall provide Secured Party, upon request, from time to time, with certified statements of financial condition and profit and loss of Debtor, prepared by an independent certified public accountant. Debtor shall permit Secured Party, its representatives or agents, to examine and inspect the collateral at all reasonable times. Debtor warrants that all information set forth on the Application for Credit given by Debtor to Secured Party is true and accurate as of the date hereof. If Debtor is a corporation or partnership, the individual signing this document on behalf of Debtor also makes such warranty.
3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this Agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Security Agreement and Financing Statement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms hereof. These presents shall be executed in several counterparts and it is understood that the counterpart(s) bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code and that the counterpart retained by Secured Party shall also constitute a duly executed duplicate original of these presents.
4. In addition to the various events of default and remedies therefor contained in or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) failure of payment, when due, of any of the obligations (or any evidence of or item for the payment of obligations); (b) any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or made to induce Secured Party to expend credit or make loans to Debtor shall prove to have been incorrect in any material respect when made or furnished; (c) Debtor's failure to perform any covenant contained herein; (d) loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the collateral, or the making of any levy, seizure, or attachment thereof or thereon; (e) sale of any assets of Debtor not in the ordinary course of business; death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for, institution of any foreclosure or similar proceedings against any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy, reorganization, or insolvency laws by or against Debtor or any guarantor or surety for Debtor; thereupon, or at any time thereafter (such default not having previously been cured), Secured Party, at its option, may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the collateral; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor, enter upon any premises on which the collateral or any part thereof may be situated, and remove the same therefrom. Upon the occurrence of any such event or condition, as aforesaid, Debtor, in accordance with Subtitle W of the Maryland Rules of Procedure, or any other general or local rules, regulations or laws of the State of Maryland, including any amendments thereof or supplements or additions thereto which do not materially change or impair the remedy, does hereby authorize the Secured Party's attorney, Earl F. Leitess, to sell the collateral. Secured Party shall have the right to designate a substitute for said attorney as the person empowered to effect such sale, by executing an Instrument of Appointment, a copy of which shall be sent to Debtor at his last known address. Any such sale may be made by the person authorized to sell either as an entirety or in such separate lots and on such terms and at such places and in such manner as it, they or he, may deem advisable. Secured Party may require Debtor to make the collateral available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase collateral at any public or private sale; and to the extent that enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen percent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition, and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of collateral or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.
5. This Agreement shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. If any part or provision of this Agreement shall be adjudged invalid, then such partial invalidity shall not affect the validity or enforceability of any other provision of this Agreement. The waiver of any breach or default in any prior transaction(s) pursuant to this Agreement shall not operate as a waiver of subsequent breaches or defaults; and all rights hereunder shall continue notwithstanding such waiver or waivers, it being understood and agreed that any extension(s) or other indulgences that may, from time to time, be granted to Debtor shall not be construed to modify this written Agreement or the payment terms upon any other or future obligations, in any manner whatsoever.

EXHIBIT A

Property Description  
(Oakleaf Villas - Anne Arundel County)

Building 302 Juneberry Way, Glen Burnie, Maryland 21061 - Units 1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D and Building 304 Juneberry Way, Glen Burnie, Maryland 21061 - Units 1-A, 1-B, 1-C, 1-D, 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D as shown on a Condominium Plat entitled "Oakleaf Villas - Garden Condominium Section I", referred to as Subdivision No. 88-130 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 43, Page 7, and referenced as Plat No. E2107.

92010128

C:MN507301.FIS  
0960:L  
04/07/92

286072

RECORD FEE 23.00  
POSTAGE .50  
#406520 C489 R02 T15:27FINANCING STATEMENT5 of 5  
TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF ANNE  
ARUNDEL COUNTY, MARYLAND04/08/92  
MARY M. ROSE  
AA CO. CIRCUIT COURTThis Financing Statement is presented to a Filing Officer  
pursuant to the Maryland Uniform Commercial Code.

- |    |                                |   |
|----|--------------------------------|---|
| 1. | NAME AND ADDRESS<br>OF DEBTOR: | CROFTON BOULEVARD ASSOCIATES<br>7813 Mary Cassatt Drive<br>Potomac, Maryland 20854                              |
| 2. | NAME AND ADDRESS               | MARYLAND NATIONAL BANK<br>10 Light Street<br>Baltimore, Maryland 21202<br>Attn: Real Estate Industries<br>Group |

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and

(iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust, Assignment and Security Agreement dated April 7, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Grimes, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the accounts, rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions,

accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

DEBTOR:

CROFTON BOULEVARD ASSOCIATES

By: Patricia P. Georgilakis (SEAL)  
Patricia P. Georgilakis  
General Partner

By: C. Steven Georgilakis (SEAL)  
C. Steven Georgilakis  
General Partner

By: George P. Pappas (SEAL)  
George P. Pappas  
General Partner

By: Irene M. Pappas (SEAL)  
Irene M. Pappas  
General Partner

By: Peter G. Pappas (SEAL) *by George P. Pappas*  
Peter G. Pappas *attorney in fact*  
General Partner

Filing Officer: After recordation, please return this Financing Statement to:

Donna L. Los  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

EXHIBIT A

PROPERTY DESCRIPTION

ALL THAT TRACT OR PARCEL OF LAND LOCATED IN ANNE ARUNDEL COUNTY, MARYLAND AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 1-A AND 1-B OF THE SUBDIVISION KNOWN AS "RESUBDIVISION OF LOT 1, CROFTON INDUSTRIAL & OFFICE PARK", AS PER PLAT THEREOF RECORDED IN LIBER 4806 AT FOLIO 364 AMONG THE LAND RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND.

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 755,500.00 OF RECORDATION TAXES

The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the Initial debt has been paid to Clerk of the Circuit Court Anne Arundel County

RECORD FEE 33.00  
 RECORD TAX 5288.50  
 POSTAGE .50  
 #406450 C489 R02 T15:01  
 04/08/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

5. Debtor(s) Name(s): Drs. Thomas, Wallop, Kim & Lewis, P.A.  
 Address(es): 200 Hospital Drive  
 Glen Burnie, Maryland 21061

6. Secured Party: MARYLAND NATIONAL BANK  
 Attention: LDRU 250603  
 Address: 100 South Charles Street  
 Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and non-cash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors: Drs. Thomas, Wallop, Kim & Lewis, P.A.

By: X Ryun H. Kim (Seal) \_\_\_\_\_ (Seal)  
 Ryun H. Kim, M.D., President

\_\_\_\_\_  
 (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_  
 (Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_  
 (Seal) \_\_\_\_\_ (Seal)

Return To:  
 LSU Team 2 Mailstop 250625  
 Maryland National Bank (Seal)  
 100 S. Charles Street  
 Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

33.50  
 5288.50  
 50

SCHA1  
4548160

SCHEDULE A

BOOK 579 PAGE 258

This Schedule A is attached to and made a part of a Financing Statement by and between Maryland National Bank and Drs. Thomas, Wallop, Kim & Lewis, P.A.

Section 7, Collateral Description Continued

ITEM	QTY.	CATALOG NO.	PRODUCT DESCRIPTION	PRICE
------	------	-------------	---------------------	-------

001	1	44-48-445	ORBITER 37 ZLC/DIG DOT 3/8"	
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- Includes:
- Detector and Stand
  - \* ZLC with DIGITRAC
  - \* Z-mapping corrects for regional energy variations inherent in the crystal. Linearity correction circuit corrects position of events eliminating crystal non-linearities prior to image formation. DIGITRAC is a microprocessor controlled PMT gain correction circuit in the detector which recursively adjusts individual tube gains so that gamma ray photopeaks are precisely aligned throughout the camera field.
  - \* 37 3" photomultiplier tubes
  - \* 3/8" (0.9cm) crystal assembly with 15 1/4" (38.7cm) field of view
  - \* Stand with counterbalanced detector: Simple control and balanced motions to allow rapid detector positioning.
  - \* Area under camera detector clear of obstructions to permit easy patient set up.
  - \* Extended count rate capability with high speed electronics 140,000 C/S, 20% loss, 20% window
  - \* DIGITRAC diagnostics - with complete users' guide for DIGITRAC operation and quality control. Detector tune point values and high voltage values for each photomultiplier tube. Specific diagnostic messages concerning camera state-of-performance
- Digital Operator's Terminal
- \* System controller page for set up of study parameters
  - \* 16 selections of user defined protocols
  - \* Analyzer control for 3 isotope windows with multi-channel spectrum display
  - \* Digital P-Scope with 128x128 (8 bit deep) with persistence and growth controls.

Operation Manuals

ORBITER stand manual  
DOT terminal manual

Drs. Thomas, Wallop, Kim & Lewis, P.A.

Ryun H. Kim (SEAL)  
Ryun H. Kim, M.D.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (SEAL)

ITEM	QTY.	CATALOG NO.	PRODUCT DESCRIPTION	PRICE
002	1	44-45-300	TILT-TOP CART FOR DOT	
003	1	44-45-110	ECG AMPLIFIER/R-WAVE TRIGGER Provides signal of cardiac R-wave and display of ECG wave form	
004	1	44-49-278	ECT PATIENT HANDLING SYSTEM/ MOTORIZED ECT TABLE * Hand controller and dual side panel controls are conveniently located to provide ease in patient positioning. * Pallet height is electromechanically adjustable from approximately 32.5 to 44.0 inches from floor to top of medium pallet.	
005	1	44-49-773	COMPUTER INTERFACE KIT Enabling stand rotation * Rotating mechanics provide 455 degrees of circular orbit at a radius of rotation of 2.75 to 12.5 inches * Selectable start angle, angle of rotation, direction of rotation and time per view. * Accurate to $\pm 1$ mm * LED detector and yoke angle indication to assure precise position tracking.	
006	1	17 58 668	SPECT PALLET W/HEAD REST/PADS - Carbon fiber and foam - Attenuation $\leq 5.5\%$ with technetium - 325 lbs weight limit (147.7 kg) - 74 inches length (185 cm) - 16 inches width (40 cm) in imaging area - Pallet weight of 16 lbs - Headrest with Pad	
007	1	44-49-781	MICRO DOT IMAGER * Absolute exposure control * Built-in photometer calibration * Electro-magnetic Microdot CRT * Five adjustable preset pushbutton density settings * Automatic/Manual advance * Variable formats * Two 8"x10" cassettes * Two 11"x14" cassettes	
008	1	44-41-721	VIDEO INTERFACE TO MICRO DOT Includes 30' cable, order extra signal cable (035-398070) at no charge.	
009	1	44-48-502	PARALLEL LEAP 140 KEV	
010	1	44-46-225	PARALLEL HIGH RESOLUTION, INSERT 140 KEV COLLIMATOR	
011	1	44-45-532	PINHOLE COLLIMATOR WITH 6MM APERTURE	
012	1	44-47-264	DUAL COLLIMATOR CART Holds up to four Insert 140 keV collimators and up to two higher energy insert collimators.	
013	1	94-73-737	MICRODELTA F140 PLUS COLOR IMAGING TERMINAL Including: 13" high-resolution color monitor Keyboard with special multi-function keypad with user assignable keys and built-in joystick 2.0 MB display memory with programmable, high speed bit slice processor and writable control store Composite B/W video output  Failsafe-140: DEC T-11 based CPU 1 MB CPU Memory with RAM disk utilization 1 MB Floppy 140 MB Winchester Disk	
014	1	98-65-841	NAB-C (RT - 140+) Gamma camera acquisition interface including ultra-linear A/D converters. Appropriate cable selection for camera.	

015 1 44-49-146 NAB CABLE 15M/45' FOR MDLTA

016 1 12 15 453 SPECT 3.1 KIT WITH SOFTWARE, **BOOK 579 PAGE 260**

LICENSE AND DOCUMENTATION  
 Software to acquire and process  
 SPECT studies, version 3.1 on floppy.

017 1 3N MCD01 MICRODELTA TRAINING FOR ONE

018 1 98 87 241 CTQ SOFTWARE

019 1 056-500/  
 056-303 IMAGING TABLE w/ MATTRESS

TRADE-IN OF EXISTING G.E. CAMERA AND  
 ACCESSORIES

ALL FOR THE DISCOUNTED INVESTMENT OF.....\$293,000.00

ITEM	QTY	CATALOG NO.	DESCRIPTION OF PRODUCTS AND/OR SERVICES	PRICE
1	1	1114M	<p>MAGNETOM 42</p> <p>High-resolution MR imaging system with 1.0 Tesla superconducting medium field magnet for proton imaging of axial, sagittal, coronal and oblique planes of the whole body.</p> <p>Includes as Standard Equipment:</p> <p>High Performance Gradient System:                      With 100% duty cycle and freely programmable gradient waveforms designed for short cycle times and fast imaging applications.</p> <p>10 kW RF Amplifier and Minimal Noise Transceiver:                      Optimizes signal-to-noise by minimizing noise contribution of receiver.</p> <p>Circularly Polarized Body Coil:                      Designed for higher signal-to-noise, better RF homogeneity, and lower RF power deposition with autotuning.</p> <p>Circularly Polarized Head Coil:                      Designed for higher signal-to-noise, better RF homogeneity, and lower RF power deposition with autotuning.</p>	

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

BOOK 579 PAGE 261

ITEM	DESCRIPTION OF PRODUCT'S MAJOR FEATURES
	<p>Automatic Patient Table Microprocessor-controlled motorized patient table lowers to 64 cm. Quick disconnect from auto-drive for emergency patient removal.</p> <p>Patient-Positioning Accessories Three 70cm resilient underlays Head supports Knee supports Patient restraint system Positioning Pads Paper roll holder</p> <p>Patient Communications and Monitoring System Patient intercom Magnetically-protected closed circuit TV system Patient call button</p> <p>Numaris Software A full general purpose MPT operating system with the following special features. (Note - some of these software functions have not been approved by the FDA and are available for investigational use only.)</p> <p>Arrange - Patient images instantly sorted chronologically by anatomical location, or by pulse sequence.</p> <p>Asymmetric Double Echo Sequences Arbitrary echo times selectable (e.g. TE = 17, 170 msec)</p> <p>VAX VMS Computer System 32 bit multi-tasking computer with VMS operating system</p> <p>BSP VAX Image Processor Fast array processor for 2D and 3D Fast Fourier Transformation Reconstruction and image processing routines</p> <p>Microprocessor Pulse Sequence Control System Microprocessor bank for programming, accurate timing, execution, and monitoring of image acquisition process</p> <p>Storage Devices 50 MB RUC25 Drives 456 MB RAB1 Winchester Drive Dual Floppy Disk Drives RY02</p> <p>Diagnostic Main Console For fast and simple operation of the entire Magnetom system.</p> <p>512 Real Time Matrix For high quality display of images in a 256 matrix size</p> <p>Output Devices LA 120 Printer for documentation VT 200 Service Terminal</p> <p>Automatic Selective Archiving Permits automatic archiving of only desired images from a complete study</p> <p>Auto-PreScan - Automatic adjustment of precise resonant frequency, optimal flip angle, and receiver dynamic range for consistently high image quality</p> <p>Autotune - Automatic tuning of head, body and surface coils</p> <p>Electronic slice shift - Change slice position and orientation from console without moving patient</p> <p>Extended Gradient Function - All pulse sequence parameters for a specific image are stored and can be reviewed in a detailed list</p> <p>Gradient Motion Repeating - Reducing motion artifacts, enhancement of flow for vascular imaging Substantially improves quality of T2 weighted images by removing CSF and other flow artifacts</p> <p>Half Fourier Imaging - Cuts minimum scan time by nearly 50% while maintaining spatial resolution</p> <p>High Slice Duty Cycle - Short TE sequence includes fast slice loop, allowing multislice liver imaging (i.e., 9 slices with TR=0.16 sec).</p>

## CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

ITEM	QTY	CATALOG NO.	DESCRIPTION OF PRODUCTS AND SERVICES	PRICE
			<p>Multiecho: Up to 32 echos in a single echo train</p> <p>Multislice/Multiecho: More echos can be collected with multiple slices up to a total of 54 2D images per sequence</p> <p>Multitask/Multisuse User Environment: VAX 11/750 allows multiple jobs and user console operation. Task status displayed on screen continuously</p> <p>Oblique slice positioning: Angle slices from any orientation. Graphic input for determining position</p> <p>Phase Encoding/Readout Gradient Swap: Rotate motion artifacts (e.g. from beating heart in ungated images) by 90°</p> <p>Phase Images: Obtain phase angle images. Important for flow and fat/water imaging</p> <p>Pulse Sequence Driver: Research mode permits precise control over most sequence parameters (e.g. drive RF with arbitrary waveforms necessary for improved slice profiles)</p> <p>Rectangular Pixels: Acquire and display 128x128 matrix with anisotropic pixels. Direction of anisotropy can be user-specified</p> <p>Sequence Menus: Sequence change integrated into screen menus</p> <p>Short multislice TE: 15 msec TE multislice sequence for improved T1 weighting. 11 msec TE single slice sequence</p> <p>Crafted Pulses: Special RF pulse shapes result in highly rectangular slice profiles, optimizing the image quality of zero-gap acquisitions. Technique does not compromise ability to obtain short echo times</p> <p>Single Acquisition Imaging: Makes full use of the high S/N of the Magnetom by allowing images to be obtained with one excitation</p> <p>Slicer/Auto: Graphically specify slice position, thickness, gap, zoom factor, and rotation (for oblique slices) by drawing on QUICK-SCAN reference image</p> <p>3D: Contiguous thin slices can be acquired with a 3DFT. The chosen volume thickness can be divided into as many as 128 partitions (down to 1mm or less)</p> <p>Time/Lines Remaining: The time left in an acquisition is displayed by an on-screen countdown clock. "Number of lines remaining" is displayed for a gated study</p> <p>Variable Slice Gap: Gap variable from 0 to 200% of slice thickness in 1% increments</p> <p>Wide/Narrow Bandwidth Sequences: Choice of sequences with high/low readout gradients to choose between chemical shift artifact suppression (body) or higher S/N (head). Allows maximal S/N in neurological imaging</p> <p>Mixed Bandwidth Sequences: High and low readout gradients are used to optimize S/N for each echo of a double echo acquisition</p>	
2	1	128CM	<p>Fast Imaging Package including the fast imaging sequences FISP and FLASH in 2D and 3D mode</p> <p>FISP: Gradient echo sequence with ability to generate steady state transverse magnetization at short TR times. Highlights signal from long T2* tissues (e.g. CSF)</p> <p>FLASH: FLASH provides high quality images in an extremely short time (as low as 4 seconds). Sequence parameters down to TR = 22 msec and TE = 10 msec. Choice of flip angles ranging from 5 to 90 degrees</p> <p>3D: Contiguous thin slices can be acquired with a 3DFT. The chosen volume thickness can be divided into as many as 128 partitions (down to less than 1mm)</p>	

CLERK'S NOTATION

Document submitted for record in a condition not permitting satisfactory photographic reproduction.

ITEM	QTY	DESCRIPTION	UNIT PRICE	TOTAL
3	1	42 MHz Small Spine Coil including special table mount for 180 DEU		
4	1	42 MHz Resonator with coil auto-tuning unit for spine coil		
5	1	42 MHz Dual Spine Coil including specially reinforced pad		
6	1	42 MHz Knee Resonator including table mount for the coil		
7	1	Magnetic Self-Shielding for MAGNETOM 42 Ferromagnetic shielding assembly installed inside the magnet housing dramatically reducing the fringe magnetic field and site planning requirements Approximate shielding weight 22 Tons - 37 tons		
8	1	Power Conditioner for MAGNETOM The electrical power line feed supplying the SIEMENS MAGNETOM System must meet the following line quality specification: 1) Voltage stability: $\pm 0.5\%$ 2) Voltage transients: spikes not to exceed 100V (peak) phase to neutral or ground for a maximum duration of 4ms (microseconds) This power conditioner meets the above specifications and also protects against "Brown-out" up to 40%		
9	1	3M Laser Imager • Multiple format images on a 14.1" film • Automatic film handling • Multiple copy capability • 3M Laser Imager to MAGNETOM analog video interface and bidirectional data optical connection between a MAGNETOM and a 3M Laser Imager One remote operator key pad for receiving magazines and one loading magazine for 125 films each		
TOTAL QUOTATION AMOUNT				\$1,755,161.00
PRICE DOES NOT INCLUDE SALES TAX				
Installation will not commence until the balance due upon shipment is paid				
If the start of installation is delayed more than thirty (30) days after the equipment is delivered because the installation site is not ready or for any reason beyond the control of Siemens, the price quoted will be increased by 1.0% per month				
An order resulting from this Siemens quotation will be priced protected for a period of twelve (12) months from the date of initial order entry. If delivery is originally scheduled or later rescheduled at the customer's request beyond twelve (12) months from the order entry date, the selling price will be increased by 1% per month. If such delivery is rescheduled at the customer's request beyond the twenty-four (24) months from the order entry date, the quoted pricing is subject to contract re-negotiations.				
Warranty Service will be provided without charge during Siemens regular working hours 8:00 to 5:00 Monday through Friday. If purchaser requires that service be performed other than during these times, such service can be made available at an additional charge.				

CLERK'S NOTATION  
 Document submitted for record in a condition not permitting satisfactory photographic reproduction.

**CERTIFICATION FOR ALLOCATION OF  
MARYLAND RECORDATION TAX**

Date: 3/20, 1992

TO: Clerk of the Circuit Court, Anne Arundel County

REFERENCE: Drs. Thomas, Wallop, Kim & Lewis, P.A.

With respect to the above-referenced loan(s) and to the personal property (the "Collateral") securing said loan(s), the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

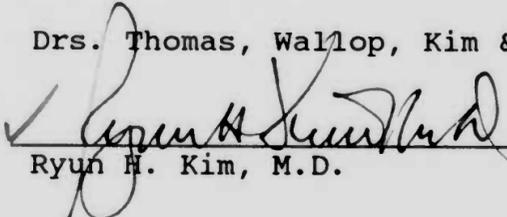
1. Value of Inventory and Other Exempt Collateral \$ 3,067,359.00
2. Value of Equipment and Other Non-Exempt Collateral \$ 1,802,522.00
3. Total Value of Collateral \$ 4,869,881.00
4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u> Total Collateral	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
<u>\$ 3,067,359.00</u> \$ 4,869,881.00	X	<u>\$ 2,040,000.00</u>	=	\$ 1,284,921.00

5. Amount of Non-Exempt Debt: **\$ 755,079.00**
6. Recordation Tax Due on Non-Exempt Debt, Rounded Off:  
\$ 755,500.00 X \$ 7.00 = \$ 5,288.50

1000

Drs. Thomas, Wallop, Kim & Lewis, P.A.

By:  (SEAL)  
 Ryun H. Kim, M.D.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) CRSI, A TRADENAME USED BY CONTROL RESOURCE SYSTEMS, INC. 670 Mariner Drive Michigan City, IN 46360	2. Secured Party(ies) and address(es) LASALLE NATIONAL BANK 120 South LaSalle Street Chicago, IL 60603 Attn: Asset Based Lending	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 POSTAGE .50 #406460 C489 R02 T15:01 04/08/92  MARY M. ROSE AA CO. CIRCUIT COURT
4. This statement refers to original Financing Statement bearing File No. <u>Book 570 Page 299</u> Filed with <u>Anne Arundel Cty. Maryland</u> Date Filed <u>07/30</u> 19 <u>91</u>		
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

1013523-20 2512

CRSI, A TRADENAME USED BY CONTROL      LASALLE NATIONAL BANK  
 RESOURCE SYSTEMS, INC.      MAR 12 1992  
 By: \_\_\_\_\_ FILING FEE \$ \_\_\_\_\_ n 8 is applicable).      By: Phil Banta, UP  
 Signature(s) of Secured Party(ies)

(11) FEE: Please Return To:  
**LEXIS®**  
 DOCUMENT SERVICES  
 P.O. BOX 2988  
 Springfield, Illinois 62708  
 THANK YOU

STANDARD FORM - FORM UCC-3

10<sup>00</sup>  
16

FINANCING STATEMENT

TO BE RECORDED AMONG  
THE FINANCING RECORDS OF  
ANNE ARUNDEL COUNTY

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

- |    |                                       |  |  |
|----|---------------------------------------|--|--|
| 1. | NAME AND ADDRESS<br>OF DEBTOR:        | LOVELL REGENCY HOMES LIMITED<br>PARTNERSHIP<br>c/o Y. J. Lovell (America)<br>Inc.<br>102 Old Solomons Island Road<br>Annapolis, Maryland 21401 |  |
| 2. | NAME AND ADDRESS<br>OF SECURED PARTY: | Maryland National Bank<br>10 Light Street<br>Baltimore, Maryland 21202<br>Mail Stop #021901<br>Attn: Real Estate Industries<br>Group           | RECORD FEE 18.00<br>POSTAGE .50<br>#646140 C603 R04 T14:06 |

3. This Financing Statement covers all right, title and interest of the Debtor in and to the following types (or items) of property:

04/08/92

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and

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agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Thirteenth Amendment to Deed of Trust, Assignment and Security Agreement of even date hereof (the "Deed of Trust") executed by the Debtor for the benefit of Margaret D. Kirmil and Constance M. Grimes, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

A92-02-070B

BOOK 579 PAGE 268

EXHIBIT A

BEING KNOWN AND DESIGNATED AS Lot Numbered Sixty-Nine (69) as shown on a Plat entitled, "Final Plat Lots 38-46 and 66-70 KINGSBROOK P.U.D. Saint James Section VII", which Plat is recorded among the Land Records of Frederick County, Maryland in Plat Book 47, folio 130.

- 2 -

4010W

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

4. This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

5. The Debtor certifies that no recordation tax is payable in connection with the recording of this Financing Statement.

6. The record owner of the Land is the Debtor.

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP

By: LOVELL HOMES INC.,  
GENERAL PARTNER

By: Jackson G. Kochen (SEAL)  
Its President

Filing Officer: After recordation, please return this Financing Statement to:

~~Ramela M. Williams, Esquire~~ Capitol Title Insurance Agency, Inc.  
~~Hogan & Hartson~~ 102 Old Solomons Island Rd.  
~~111 South Calvert Street~~ #3000  
~~Baltimore, Maryland 21202~~ Annapolis, MD 21401

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

1. DEBTOR(S) (Last Name First) and ADDRESS(ES) ANDERSON, JR WILLIAM R 1489 BRIDGEWATER WAY ANNAPOLIS MD 21401 578729331 AA	2. SECURED PARTY(IES) and ADDRESS(ES) JOHN DEERE COMPANY P. O. BOX 65090 WEST DES MOINES IA 50265 FORMERLY: JOHN DEERE COMPANY CONYERS, GA
--	---

3. MATURITY DATE (if Any) 11APR96  
FOR FILING OFFICER (Do not stamp Filing Office)

4. This statement refers to original Financing Statement bearing File No. 080140  
Filed with ANNE ARUNDEL MD Date Filed 11APR91

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORD FEE 10.00  
POSTAGE .50  
#251180 0263 R01 T14:21  
04/08/91

10. [Redacted Box]  
Number of Additional Sheets Presented 01APR92

TO MARY M. ROSE  
CLERK OF CIRCUIT CRT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY MD  
ANNAPOLIS MD 21403

By [Redacted Signature] (Necessary only if Item 8 is applicable)

By *D. J. Walters* Director, Installment Finance For  
Signatures of Secured Party(ies)

JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

34

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code

3 MATURITY DATE (If Any) 11APR96

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
ANDERSON, JR  
1489 BRIDGEWATER WAY  
ANNAPOLIS  
578729331 AA

2 SECURED PARTY(IES) and ADDRESS(ES)  
WILLIAM R JOHN DEERE COMPANY  
P. O. BOX 65093  
WEST DES MOINES IA 50265  
FORMERLY: JOHN DEERE COMPANY  
CONYERS, GA

FOR FILING OFFICER (Date Time) POSTAGE  
RECORD FEE 10.00

4 This statement refers to original Financing Statement bearing File No 283394  
BK 566 PC 558  
Filed with ANNE ARUNDEL MD Date Filed 11APR91

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party bearing file number shown above is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10 TO CLERK OF CIRCUIT CRT  
2 UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403

Number of Additional Sheets Presented 01APR92 105 JOHN DEERE COMPANY

By Signature of Debtor(s) (Necessary only if Item 8 is applicable) By S. D. Walters Director, Installment Finance For Signature of Secured Party(ies)  JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  JOHN DEERE COMPANY

FILING OFFICER COPY - ALPHABETICAL

STANDARD FORM - FORM UCC-3

To Be Recorded in The Land Records  
And In the Financing Statement  
Records of the Circuit Court of  
Anne Arundel City/County and  
Among the Financing Statement  
Records of the State Department  
of Assessments and Taxation

Subject to Recordation Tax of \$441.00  
On Principal Amount of \$63,000.00  
Which was Paid to the Clerk of the  
Circuit Court of Anne Arundel County  
Upon the filing of a Deed of Trust  
in the Land Records of Anne Arundel  
City/County, Maryland

FINANCING STATEMENT  
(Maryland U.C.C.-1)

1. DEBTOR:

ANDOVER RECREATION INC  
P O BOX 151  
LINTHICUM MARYLAND 21090

2. SECURED PARTY:

First National Bank of Maryland  
18 West Street  
Annapolis, Maryland 21401  
Attention: Bradley D. PATTAGE

RECORD FEE 17.00

POSTAGE .50

3. This Financing Statement covers and Debtor grants and conveys to Secured Party a security interest in and to the following:

#351060 0263 R01 T13:55

04/08/92

a. All plant apparatus, equipment, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the real property and improvements located at Main Street and Lyman Ave., Linthicum Heights Anne Arundel County, Maryland and described on Exhibit "A" attached hereto (herein the "Real Property") including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems, and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.

b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the Real Property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the Real Property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the Real Property, including by way of example and not by way of limitation all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

NR

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the Real Property and all substitutions, renewals and replacements thereof.
- d. All rights, benefits, profits, rents and monies payable under, by reason of, or with respect to, any restrictive covenants, easements, or agreements applicable to lands adjoining the Real Property, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
- e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas), which have not been extracted from the Real Property.
- f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Real Property or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
- g. All rents, profits, and benefits accruing to or generated by the Real Property including, but not limited to, deposits of tenants to secure payment of the same, and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Real Property, including, but not limited to, the right to receive lease or other payments with regard thereto.
- h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the Real Property.
- i. All of Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by Secured Party to Debtor in any capacity, including but not limited to, any balance or share belonging to debtor of any deposit or other account with Secured Party.
4. Some of the above-described personal property may be affixed to the Real Property as described on Exhibit "A", attached hereto, being that same lot of ground and improvements thereon described in a DEED OF TRUST dated March 6, 1987 and recorded among the Land Records of the Circuit Court for Anne Arundel County from Debtor to Trustees named therein for the benefit of Secured Party. Debtor is the record owner of the aforementioned Real Property. Exhibit "A" attached hereto consists of 1 pages.
5. The proceeds and products of the above described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions, and accretions of or to any of the above described collateral.

Debtor

Peter Francasi  
PETER FRANCAZI  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Witness

Bradley Pingrey  
Bradley Pingrey  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

TO FILING OFFICER: After this Statement has been recorded, please return to:  
FIRST NATIONAL BANK OF MARYLAND, 18 West Street, Annapolis, Maryland 21401

BEGINNING FOR THE FIRST AND DESCRIBED AS FOLLOWS:

Beginning for the same at a point on the East side of Main Street; said point of beginning being the Northwest corner of a tract of land conveyed by deed dated December 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1181, folio 317, to Andover Recreation, Incorporated; said point of beginning being North 19 degrees 31 minutes 10 seconds East 482.00 feet from the intersection of the northerly line of Lyman Avenue (30 feet wide) with the easterly line of Main Street (30 feet wide); and running thence along the east side of Main Street North 19 degrees 31 minutes 10 seconds East 100 feet; thence leaving said Street and running the following courses and distances South 70 degrees 28 minutes 50 seconds East 15.00 feet to a concrete monument; thence continuing South 70 degrees 28 minutes 50 seconds East 220.0 feet to a concrete monument South 70 degrees 28 minutes 50 seconds East 547.50 feet to a concrete monument; thence South 13 degrees 21 minutes 20 seconds West 489.62 feet to a concrete monument; thence on the same bearing South 13 degrees 21 minutes 20 seconds West 5.00 to the northerly line of Lyman Avenue; thence binding on the northerly line of Lyman Avenue, North 76 degrees 38 minutes 40 seconds West 337.07 feet to the southeasternmost corner of the aforementioned Deed; thence binding on the third line of the aforementioned Deed, North 13 degrees, 21 minutes 20 seconds East 430.43 feet; thence binding on the second line of the above mentioned Deed North 70 degrees 28 minutes 50 seconds West 439.28 feet; thence continuing North 70 degrees 28 minutes 50 seconds West 15.00 feet to the place of beginning. Containing 5.00 acres of land, more or less.

Being the same parcel or lot of ground which by Deed dated July 27, 1964 and recorded among the Land Records of Anne Arundel County in Liber 1776, folio 393, was granted and conveyed by Estate of John H. Geis, Inc. to Andover Recreation, Inc.

BEGINNING FOR THE SECOND AND DESCRIBED AS FOLLOWS:

Beginning for the same at a hole in a stone previously set at the end of the fourth line of the land described in the Deed from John Hammond Geis, et al to Estate of John H. Geis, Inc., dated June 18, 1951 and recorded among the Land Records of Anne Arundel County in Liber JHH No. 629, folio 22, said stone being also located at the intersection of the northerly line of Lyman Avenue (30 feet wide) with the easterly line of Main Street (30 feet wide), as shown on the Plat of "Homeland Park," which Plat is recorded among the Land Records of Anne Arundel County in Plat Book G.W. No. 1, folio 78, thence from said beginning stone, running along the easterly line of said Main Street, being also along a portion of the fifth line of the land described in the above mentioned deed, north 19 degrees 31 minutes 10 seconds east 482.00 feet; thence leaving said Street and said fifth line and running for a division line now made through the larger tract of which this is a part, the following two courses and distances, to wit: (1) South 70 degrees 28 minutes 50 seconds east 454.28 feet, and (2) south 13 degrees 21 minutes 20 seconds west 430.43 feet to a point in the northerly line of Lyman Avenue, said point being also located in the fourth line of the land described in the above mentioned deed; thence running along the northerly line of said Avenue, being also along a portion of said fourth line, north 76 degrees 38 minutes 40 seconds west 503.40 feet to the place of beginning. Containing 5.00 acres of land, more or less.

SAVING AND ACCEPTING so much of the property that was conveyed by a Deed dated October 9, 1958 and recorded among the Land Records of Anne Arundel County in Liber 1253, folio 329, from Andover Recreation, Incorporated, et al and County Commissioners of Anne Arundel County, Maryland.

Being the same lot of ground which by Deed dated December 27, 1957 and recorded among the Land Records of Anne Arundel County in Liber 1181, folio 317 was granted and conveyed by Estate of John H. Geis, Inc. to Andover Recreation, Incorporated.

Per  
m & K

TO BE RECORDED AMONG THE  
FINANCING RECORDS

BOOK 579 PAGE 276

288077

THIS TRANSACTION IS SUBJECT  
TO RECORDATION TAXES ON THE  
AMOUNT OF \$ 86,250.00  
WHICH HAVE BEEN PAID TO THE  
CLERK OF THE CIRCUIT COURT  
OF ANNE ARUNDEL COUNTY

FINANCING STATEMENT

1. DEBTOR(S): R. F. CLECKNER BUILDERS, INC.  
8435 Kenton Road  
Pasadena, Maryland 21122

RECORD FEE 11.00  
POSTAGE .50  
#406880 C489 R02 T10:04  
04/09/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

2. SECURED: KEY FEDERAL SAVINGS BANK  
7F GWYNNS MILL COURT  
OWINGS MILLS, MARYLAND 21117

3. This Financing Statement covers the following types of property (the "Collateral"): See Exhibit "A" attached hereto and made a part hereof.
4. If the above personal property is to be affixed to real property, describe real property: See Exhibit "A" attached hereto and made a part hereof.
5. Proceeds of Collateral are covered.
6. Products of Collateral are covered.

DEBTOR(S):

R. F. CLECKNER BUILDERS, INC.

BY: *Robert F. Cleckner, Jr.*  
Robert F. Cleckner, Jr.,  
President

AFTER THIS STATEMENT HAS BEEN RECORDED RETURN TO;  
Dackman and Heyman  
2221 Maryland Avenue  
Baltimore, Maryland 21218

D&H #8058

1100  
50

EXHIBIT "A"

1. (a) The interest of Debtor in all improvements, alterations, structures, buildings, building materials, fixtures, equipment and tangible personal property of every kind and nature whatsoever, not or hereafter located on or contained in or upon or attached to (or intended to be located on or contained in or upon or attached to) the premises hereinafter described or any part thereof, and used or usable in connection with any present or future use or operation of the premises, or any part thereof, whether now owned or hereafter acquired by the Debtor or others, including, without limitation, all heating, air-conditioning, air cooling, freezing, lighting, laundry, incinerating, plumbing, lifting, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparatus and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnances, oil burners or units thereof, appliances, vacuum cleaning systems, elevators, escalators, shades, awnings, screens, storm doors and windows, stoves refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinet, partitions, ducts and compressors, rugs and carpets, draperies, furniture and furnishings, electrical apparatus, sound transmission systems, shelves, shelving, display racks, storage facilities, pallets, machinery and other apparatus.

(b) All accounts, accounts receivable, contract rights and general intangibles in respect to or growing out of any and all leases, subleases or Contracts of Sale executed by the Debtor, as lessor or seller, for or in connection with the lease, sublease or sale of the premises hereinafter described and any improvements to be constructed thereon, together with all rents, royalties, issues, profits, revenues, and income arising from the use or enjoyment of the premises hereinafter described or from any lease, sublease and/or sale pertaining thereto, and all accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds, and general intangibles in respect of or growing out of any part or parcel of the premises hereinafter described and the improvements thereon, whether such accounts, accounts receivable, contract rights, insurance proceeds, condemnation proceeds and general intangibles, or any such leases, subleases and/or Contracts of Sale are in existence on the date hereof or are hereafter created.

(c) Inventory.

2. Proceeds and products of the Collateral are covered.

3. The above described goods, property, interest and rights are located at, are to become fixtures on, are affixed to, or relate to that parcel(s) of land (and the improvements now or hereafter existing thereon) situated in Anne Arundel County, Maryland, which said parcel(s) are more fully described:

*RLP*  
BEING KNOWN AND DESIGNATED as Lots Numbered 65A and 65B, as shown on the revised Plat of Section A of Mt. Pleasant Beach, recorded among the Plat Records of Anne Arundel County, Maryland on June 26, 1927 in Liber FSR No. 1, folio 24 (formerly Cabinet No. 1, Rod P, Plat No. 10), now in Plat Book 5/31 (288). The improvements thereon being known as ~~1127~~ ~~Wharf Drive~~. Hotel Drive.

File No. E-4982-92/cj

Return To: Executive Title Group, Ltd.,  
8 Reservoir Circle - #105  
Baltimore, MD 21208

To Be Recorded In:

- Land Records of Anne Arundel County
- Financing Statement Records of Anne Arundel County
- State Department of Assessments and Taxation

286078

Subject to Recordation Tax:  
Principal Amount is \$120,000.00

The appropriate amount of recordation taxes have been paid upon the filing of the Deed of Trust and Security Agreement ("Deed of Trust") recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as additional security in the same loan.

DATE: March 9, 1992

FINANCING STATEMENT

1. Debtor: Address:  
HAROLD J. LEWIS and ANGELA M. LEWIS 7207 C Eubanks Loop  
Fort Meade, Maryland 20755
2. Secured Party: Address:  
FAIRVIEW FEDERAL SAVINGS & LOAN ASSOCIATION 9171 Baltimore National Pike  
Ellicott City, Maryland 21043  
Attn: Charles C. Holman,  
Executive Vice President
3. This Financing Statement covers, and the Debtor hereby grants to the Secured Party a security interest in, all of the Debtor's right, title and interest, whether now owned or hereafter acquired, in and to:



RECORD FEE 14.00  
POSTAGE .50  
0263 R01 T14:14  
04/09/92

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate in the real property situate in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto (the "Property"), and used or usable in connection with any present or future operation of the Property and now owned or hereafter acquired by Debtor, and/or in which Debtor may now have or hereafter acquire rights, and all fixtures including, but not limited to, all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets and other plumbing and heating fixtures, mantels, refrigerating plant and refrigerators, or other mechanical or otherwise, cooking apparatus and appurtenances, furniture, shades, awnings, screens, blinds and other furnishings; and

(b) all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all goods and chattels and personal property as are used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

14.50

MARY M. ROSE  
CIRCUIT COURT

(c) all building and construction materials and equipment now or hereafter delivered to the Property and intended to be installed therein; and

(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) all of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.

DEBTOR:

  
HAROLD J. LEWIS

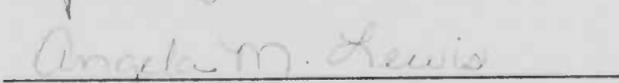
  
ANGELA M. LEWIS

EXHIBIT ADESCRIPTION OF PROPERTY

All that lot of ground and improvements thereon situate in Anne Arundel County, State of Maryland, and described as follows:

BEGINNING for the same at an iron pipe here set on the north side of Carol Avenue; said iron pipe and point of beginning marks the southwestmost corner of Lot 81-A as shown on a plat of Champion Forest recorded among the Plat Records of Anne Arundel County in Plat Book 11, page 14. Thence from the point of beginning so fixed leaving said Carol Avenue and binding on the westernmost outline of Lot 81-A and Lot 81-B, North 41 degrees 37 minutes 10 seconds West 265.00 feet to an iron pipe here set, and North 14 degrees 33 minutes 20 seconds West 150.33 feet to an iron pipe here found that marks the northwestmost corner of Lot 81-B; thence leaving said westernmost outline and binding on part of the northernmost outline of said Lot 81-B, North 79 degrees, 15 minutes 30 seconds East 237.11 feet to an iron pipe here set; thence leaving said northernmost outline and running across Lots 81-B and 81-A for a line of division as now established, South 27 degrees 21 minutes 20 seconds East 286.09 feet to an iron pipe here set on the north side of said Carol Avenue; thence binding on the north side of said Carol Avenue, South 48 degrees 24 minutes 20 seconds West 201.42 feet to the point of beginning. Containing 1.876 acres of land, more or less. Being a part of Lots 81-A and 81-B as shown on a plat of Champion Forest recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 11, Page 14.

lewisdesc (ws10)  
R&E 102-708

Circuit Court of Anne Arundel County  
Court House  
Annapolis, Maryland 21404  
financing statement records

BOOK 579 PAGE 281

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT, IDENTIFYING FILE NO. 278079

RECORDED IN LIBER 544 FOLIO 112 ON 7/27/89 (DATE)

1. DEBTOR: Name Alfred R. Keir, Jr and Linda C. Keir

Address 11800 Wimbledon Court, Upper Marlboro, Md. 20772

2. SECURED PARTY: Name Citizens Bank of Maryland

Address 14401 Sweitzer Lane, Laurel, Maryland 20707

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CHECK  FORM OF STATEMENT

<input type="checkbox"/> A. CONTINUATION..... The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. RELEASE. From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases all or part of the following (described below). Indicate: PARTIAL RELEASE..... <input type="checkbox"/> FULL RELEASE..... <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> C. TERMINATION..... The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.
<input type="checkbox"/> D. ASSIGNMENT..... The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown in 4 below, Secured Party's rights under the financing statement, bearing the file number shown above in the following property: (describe below)		<input type="checkbox"/> E. OTHER..... (Such as "amendment"; if amendment, both Debtor and Secured Party must sign)

3. Assignee of Secured Party(ies) from which security information obtainable:

Name \_\_\_\_\_

Address \_\_\_\_\_

Dated July 29, 1991

Jennifer D. Clapp  
(Signature of Secured Party)

Jennifer D. Clapp, Assistant Vice President

Type or Print Above Name on Above Line

15.8

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE (If Any) 20NOV99  
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
STOVER  
24 AUSTIN DR.  
EDGEWATER  
249026269 AA

2 SECURED PARTY(IES) and ADDRESS(ES)  
CHARLES W JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50265

4 This statement refers to original Financing Statement bearing File No. 270662  
BK 520 PG 160  
Filed with ANNE ARUNDEL MD Date Filed 20NOV87

- 5  CONTINUATION The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

RECORDS FEE 1.00  
RECORD FEE 7.00  
POSTAGE .50  
WALTON CIR. RD. #1430  
ANAPOLIS MD 21403

10  
Number of Additional Sheets Presented 01 APR 92

TO  
CLERK OF CIRCUIT CRT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY  
ANNAPOLIS MD 21403  
JOHN DEERE COMPANY

By 1050  
Signature of Debtor(s) (necessary only if Item 8 is applicable)  
FILING OFFICER COPY - ALPHABETICAL

By *A. J. Walters* Director, Installment Finance For  
Signature of Secured Party(ies)  
 JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
 JOHN DEERE COMPANY

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX.

288079

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 26MAR92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & C Excavating
Address 1 Gene Avenue Anne Arundel Pasadena MD 21122

2. SECURED PARTY

Name John Deere Industrial Equipment Co.
Address P. O. Box 65090
West Des Moines, Iowa 50265-0090
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 New John Deere 455G Crawler Loader, S/N TO455GA774152

RECORD FEE 11.00
POSTAGE .50
#407230 C489 R02 T14:20
04/09/92
MARY M. ROSE
AA CO. CIRCUIT COURT

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

John Deere Industrial Equipment Co.
P. O. Box 65090
West Des Moines, Iowa 50265-0090

Signature of Debtor

C & C Excavating
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Donald W. Williams
Type or Print Above Name on Above Line

1100

FINANCING STATEMENT (FORM UCC-1)

LESSEE: INDUSTRIAL LIFT, INC.  
1905 RT. 206  
P.O. BOX 2507  
VINCENTTOWN, NJ 08088-2507

LESSOR: ATLANTIC AERIAL LIFT/VIBROPLANT U.S., INC.  
1001 W. EULESS BLVD.  
SUITE 300  
EULESS, TX 76040-5033

RECORD FEE 17.00  
POSTAGE .50  
#407240 C489 R02 T14:21  
04/09/92

ASSIGNEE OF LESSOR:

MARY M. ROSE  
AA CO. CIRCUIT COURT



THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY  
( ) If checked, see Equipment Schedule attached hereto and made a  
part hereof.

\* SEE ATTACHED SCHEDULE A \*

INCLUDING ALL PRESENT AND FUTURE ATTACHMENTS ACCESSORIES,  
SUBSTITUTIONS AND REPLACEMENTS AS WELL AS PROCEEDS OF COLLATERAL  
(Including Insurance Proceeds)

EQUIPMENT LOCATION: GLEN BURNIE, MD

LESSEE: INDUSTRIAL LIFT, INC.  
INC.

LESSOR: ATLANTIC AERIAL LIFT/  
VIBROPLANT, U.S.,

BY: Dean A. Herrold

BY: Neville J. Saunders

DEAN A. HERROLD, TREAS.

Neville J. Saunders  
Asst. Sec.

PRINT NAME & TITLE:

173



EQUIPMENT #	DESCRIPTION	SERIAL #	VALUE
31690SNN	-	857	4843.90
3092SSXN	STRATOLIFT LRX-20	3979	6413.58
3170SRXN	GROVE SM2633	20656	6536.06
3171SRXN	-	18701	6172.94
3172SRXN	-	20657	6536.06
3173SRXN	-	18702	6172.94
3174SRXN	-	19967	6172.94
3175SRXN	-	20658	6536.06
3177SRXN	-	19969	6172.94
3178SRXN	GROVE 2633E	19968	6172.94
3179SRXN	-	20555	6536.01
3180SRXN	GROVE 2634E	15998	5494.53
3181SRXN	-	16000	5560.54
30550SNN	STRATOLIFT MR-25	2633	7218.06
30680SNN	-	2144	5962.75
30690SNN	-	2636	7218.05
31400NXN	MARKLIFT J25BP	1089-19248	9797.40
31410NXN	-	790-20808	11493.63
31590NXN	-	890-21033	11416.43
31610NXN	-	1289-19570	10468.09
31460RNN	GROVE SM3270E	14067	9066.62
31470RNN	-	14001	6786.71
31480RNN	-	16128	8165.85
31490RNN	GROVE 3158E	16070	6030.20
31830RNN	GROVE SM3270E	17742	11619.58
31840RNN	-	17743	11619.58
2052FNN4	MARKLIFT MT25G	387-14204	9987.12
2053FNN4	-	58714362	9677.48
2057FRN2	GROVE SN3270 G	18165	13072.11
2058FRN2	-	14090	6035.27
2059FRN2	-	15885	8462.52

EQUIPMENT #	DESCRIPTION	SERIAL #	VALUE
1095RNGG	GROVE MZ48B	18292	25214.60
1096RPGG	"	20529	34392.21
1097RPGG	"	23215	47483.63
1098RPGG	"	23078	42483.63
1100RPGG	"	18696	30501.60
1101RPGG	"	20309	33371.31
1102RPGG	"	18430	27085.54
1107RPGG	"	18293	29733.48
1094RPGG	GROVE AMZ50	23340	32548.29
1082RPGG	GROVE AMZ50	23836	33788.65
1083RPGG	GROVE AMZ50	23580	33041.14
1084RPGG	"	23579	33041.14
1085RPGG	"	23341	32548.47
1091RPGG	"	23342	32540.28
3185SRXN	GROVE SM2033	19201	6291.94
3186SRXN	"	19202	5809.79
3187SRXN	"	19203	5809.79
3188SRXN	"	20649	6172.90
3189SRXN	"	20650	6172.90
3190SRXN	"	20651	6172.90
3191SRXN	"	20652	6172.90
3194SSXN	STRATOLIFT TRX13	4807	7687.58
3196SSXN	"	4594	7653.40
30180NNN	MARKLIFT 19E	1805582	3714.93
30200NNN	"	2805681	3714.83
30220NNN	"	2805584	3714.83
3079SNNN	MARKLIFT S19E	7839683	3578.36
30730SNN	STRATOLIFT SRX-20	3857	6630.52
31820RNN	GROVE 2658E	14030	4642.10
31670SNN	STRATOLIFT SR-20	2650	4949.70
31680SNN	"	2619	4949.70

EQUIPMENT #	DESCRIPTION	SERIAL #	VALUE
2060GRN2	"	18164	13072.03
2061GRN2	"	10283	13619.50
2015PPN2	MARKLIFT SRT31G	10795151	4348.30
2054FEX4	MARKLIFT MT31	788-16348	12855.07
2055FEX4	"	588-16141	12546.76
2056FEX4	"	888-16536	13163.39
2064FRXN2	GROVE SM42RT	17160	14190.57
2065FRXN2	"	19464	19036.41
2066GRN2	"	18190	15983.26
2067FRN2	"	14981	12247.17
2068GRN2	"	14220	12723.77
2050FEX4	MARKLIFT MT40	490-20191	24184.00
2051FEX4	"	490-20201	25081.32

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. **NOT SUBJECT TO TAX**

If this statement is to be recorded in land records check here.

This financing statement Dated March 20, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Avpro, Inc.  
 Address 2004 Quay Village, Suite 102, Annapolis, Maryland 21403

2. SECURED PARTY

Name Biomet Investment Corp.  
 Address Suite 1300, American International Bldg. Wilmington, Delaware 19890

RECORD FEE 11.00  
 POSTAGE .50  
 #407250 C489 R02 T14:21  
 04/09/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Canadair Challenger 600 aircraft, Serial No. 1024, Registration No. N326MM, together with all parts, items of equipment, instruments, components, avionics and accessories installed therein or thereon, including Textron Lycoming ALF-502L-2C engines having manufacturer's serial nos. LF-03057S and LF-03056S, and all proceeds thereof (including insurance proceeds therefrom).

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Donald P. Bass  
 (Signature of Debtor)

AVPRO, INC.  
 Type or Print Above Name on Above Line

By: [Signature]  
 (Signature of Debtor)

Title: Vice President  
 Type or Print Above Signature on Above Line

[Signature]  
 (Signature of Secured Party)  
 Daniel P. Hann, Secretary  
Biomet Investment Corp.  
 Type or Print Above Signature on Above Line

B9100248

11/28

286082

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Dillon's Bus Service, Inc.  
(Name or Names)  
8383 Elvation Road, Millersville, Maryland 21108  
(Address) HSA 5207

LESSEE: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)

2. LESSOR: Chesapeake Industrial Leasing Co., Inc.  
9506 Harford Road, Baltimore, Maryland 21234

3. ASSIGNEE (if any) Heritage Savings Associates  
Of LESSOR: 1505 York Road (Name or Names)  
Lutherville, Maryland 21093  
(Address)

4. This financing Statement covers the following types (or items) of property:

1-Northwestern Bell 616 Key Service Unit  
7-Standard Telephones 75000

RECORD FEE 11.00  
POSTAGE .50  
#407620 C489 R02 T14:51  
04/09/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE  
Dillon's Bus Service, Inc.

LESSOR  
Chesapeake Industrial Leasing Co., Inc.

By: Ronald C. Dillon President  
(Title)  
Ronald C. Dillon  
(Type or print name of signer)

By: Donald A. Lounsbury Credit Manager  
(Title)  
Donald A. Lounsbury  
(Type or print name of signer)

By: \_\_\_\_\_  
(Title)  
\_\_\_\_\_  
(Type or print name of signer)

Return to: Chesapeake Industrial Leasing Co., Inc.  
9506 Harford Road  
Baltimore, MD 21234

*Answer  
to  
11-30*

*11-30*



STATE OF MARYLAND

286083

FINANCING STATEMENT FORM UCC-1 579 PAGE 290 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXXXX~~ LESSEE

Name FRIENDLY ICE CREAM CORPORATION

Address 1673 CROFTON CT., CROFTON, MD 21113

2. ~~XXXXXXXXXXXXXX~~ LESSOR

Name Coca-Cola Financial Corporation

Address 310 North Avenue

Atlanta, Georgia 30313

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE EXHIBIT A

ACN 0001315358-09010 COUNTY

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
#408620 C489 R02 T09:32  
04/10/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

*George G. Roller*  
(Signature of ~~XXXXXX~~ LESSEE)

GEORGE G. ROLLER  
Type or Print Above Name on Above Line

(Signature of ~~XXXXXX~~ LESSEE)

FRIENDLY ICE CREAM CORPORATION  
Type or Print Above Signature on Above Line

*Alan S. Role*  
(Signature of ~~XXXXXXXXXX~~ LESSOR)

ALAN S. ROLE  
COCA-COLA FINANCIAL CORPORATION  
Type or Print Above Signature on Above Line

1100  
525

COCA-COLA USA  
DIVISION OF  
THE COCA-COLA COMPANY

0001315358-09010

SECURITY AGREEMENT AND NOTE

EXHIBIT A

THE PROPERTY LISTED BELOW ARE ADDED TO THE PROPERTY LISTED IN SECTION 1 OF THE SECURITY AGREEMENT AND NOTE AND CONSTITUTE PART OF SAID COLLATERAL

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POST MIX DISPENSING EQUIPMENT, FOUNTAIN DRINK DISPENSING, ICE MAKERS AND ICE STORAGE BINS ON WHICH THE SECURED PARTY HAS PROVIDED FINANCING FOR THE PURCHASE OR MAINTENANCE OF, AND ALL ADDITIONS, ATTACHMENTS, ACCESSIONS THERETO AND REPLACEMENTS AND SUBSTITUTIONS THEREFORE TOGETHER WITH ALL PRODUCTS AND PROCEEDS THEREOF INCLUDING BUT NOT LIMITED TO INSURANCE PAYABLE BY REASON OF LOSS OR DAMAGE

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UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 550

Page No. 56  
Dated 12/29/89

Identification No. 279558

1. Debtor(s):

EHM Commons I Limited Partnership  
Name or Names - Print or Type  
7520 Parkway Drive, Suite 100, Hanover MD 21076  
Address - Street No. City - County State Zip Code

2. Secured Party:

The Life Insurance Company of Virginia  
Name or Names - Print or Type  
P.O. Box 27601 Richmond VA 23261  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p><input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><input type="checkbox"/> <b>C. Assignment</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> <b>D. Other: TERMINATION</b> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#409630 049 R02 T09:32  
04/10/92

MARY M. ROSE  
AA CO. CIRCUIT COURT

Dated: 3/30/92

THE LIFE INSURANCE COMPANY OF VIRGINIA  
Name of Secured Party

By: Scott N. Charnock  
Signature of Secured Party

Asst. Vice President - Scott N. Charnock  
Type or Print (Include Title if Company)

10<sup>00</sup>  
18

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 550 Page No. 62  
Identification No. 279559 Dated 12/29/89

1. Debtor(s): EHM Commons I Limited Partnership  
Name or Names - Print or Type  
7520 Parkway Drive, Suite 100, Hanover MD 21076  
Address - Street No. City - County State Zip Code

2. Secured Party: The Life Insurance Company of Virginia  
Name or Names - Print or Type  
P.O. Box 27601 Richmond VA 23261  
Address - Street No. City - County State Zip Code

3. Maturity Date (if any): January 1, 1997

4. Check Applicable Statement:

<input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
<input type="checkbox"/> <b>C. Assignment</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> <b>D. Other: AMENDMENT</b> (Indicate whether amendment, termination, etc.) Debtor's interest transferred to: SFERS Real Estate Corp. D. 650 California St., #1800 San Francisco, CA 94108

RECORD FEE 10.00  
POSTAGE .50  
#198640 E-459 R02 T09:33 04/10/92

MARY M. ROSE  
AA CO. CIRCUIT COURT

Dated: 3/30/92  
Signature of Secured Party

THE LIFE INSURANCE COMPANY OF VIRGINIA  
Name of Secured Party  
By: Scott W. Charnock  
Asst. Vice President - Scott W. Charnock  
Type or Print (Include Title if Company)

Dated: 3/18/92

SFERS REAL ESTATE CORP. D.  
Name of Debtor  
By: [Signature]  
Asst. Secretary  
Type or Print (Include Title if Company)

10-20

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 03/26/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name ROBERT F. LESPERANCE  
 Address 1631 STINNETT RD, HUNTINGTOWN, MD 20639

2. SECURED PARTY

Name NORWEST FINANCIAL  
 Address 6710 RITCHIE HWY SUITE E GLEN BURNIE MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 04/92  
 4. This financing statement covers the following types (or items) of property: (list)

SUMTER  
 BEDROOM  
 CHERRY

CHIFFONIER  
 NITE CHESTS  
 DR. CHEST w/OU MIRROR  
 TRIPLE MIRROR  
 DOOR DRESSED  
 VICTORIA BED w/6  
 WATER BED RAIL UNIT w/6

RECORD FEE 11.00  
 POSTAGE .50  
 #A08650 C489 R02 T09:34  
 04/10/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Robert F. Lesperance  
 (Signature of Debtor)

ROBERT F. LESPERANCE  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

Arthur S. Moore Jr.  
 (Signature of Secured Party)

ARTHUR S. MOORE JR.  
 Type or Print Above Signature on Above Line

STATE OF MARYLAND  
 FINANCING STATEMENT FORM BOOK 579 PAGE 295

Anne Arundell  
 Identifying File No. 286085

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 2000.00

If this statement is to be recorded in land records check here.

11.50

This financing statement Dated 4-2-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Church Circle

Name HOLITZKE LEA H.  
 Address 10 E HEARTHSTONE CT ANNAPOLIS MD

2. SECURED PARTY

Ann 21901

Name NORWEST FINANCIAL-749  
 Address 2 BUSINESS PARK DRIVE, SUITE 102 WALDORF, MARYLAND 20601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- 1 TABLE
- 1 CHINA
- 4- CHAIRS
- 1- SOFA
- 1- LOVE SEAT
- DRESSER, MIRROR, WREST N/STAND HDBD.

RECORD FEE 11.00  
 POSTAGE .50  
 #408660 C489 R02 T09:34  
 04/10/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Acct # 65831527

*Lea Holitzke*  
 (Signature of Debtor)

LEA HOLITZKE  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Mary M. Rose*  
 (Signature of Secured Party)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

11/30

286085

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) W. W. Adcock, Inc. 305 Najoles Road Millersville, MD 21108	2. Secured Party(ies) and address(es) Cheltenham Bank 50 Huntingdon Pike Rockledge, PA 19111	3. Maturity date (if any): For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 STAGE .50 #409210 C489 R02 T14:17 04/10/92 MARY M. ROSE AA CO. CIRCUIT COURT
4. This financing statement covers the following types (or items) of property:  Accounts Receivable, inventory, equipment & machinery more fully described in attached Exhibit "A"		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with: Anne Arundel County

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

W. W. Adcock, Inc.		Cheltenham Bank	
<i>W. W. Adcock, Inc. Pres.</i>		<i>[Signature]</i>	
By: <i>[Signature]</i>	Title	By: <i>[Signature]</i>	Title
Signature(s) of Debtor(s)		Signature(s) of Secured Party(ies)	SVP

1100



W. W. ADCOCK, INC.

EXHIBIT "A"

"All present and future accounts, retainages, contract rights, chattel paper, and general intangibles (as such terms are defined under the Uniform Commercial Code), whether now owned or hereafter acquired by the Debtor, and the Debtor's interest in the goods represented thereby or described in copies of invoices delivered to the Secured Party: All returned, reclaimed or repossessed goods with respect thereto; all rights and remedies of the Debtor under or in connection with such collateral; and proceeds thereof."

"All present and future inventory (as this term is defined in the Uniform Commercial Code), wherever located, in which Debtor now has or may hereafter acquire an interest; and all proceeds (including, but not limited to, proceeds of any policy of insurance thereon) and products thereof."

"All machinery, equipment, furniture and fixtures (as these terms are defined in the Uniform Commercial Code) in which Debtor now has or may hereafter acquire an interest for use in Debtor's business as now and hereafter conducted, and all increases, parts, fittings, accessories, special tools and replacements of all or any part of the foregoing, together with proceeds thereof, including proceeds of any policy of insurance thereon."

286087

BOOK 579 PAGE 298

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es) Miller, D.D.S., Paul R. 238 Harundale Mall Glen Burnie, MD 21061	2 Secured Party(ies) and address(es) LUXAR Corporation 11816 North Creek Parkway Bothell, WA 98011-8205	For Filing Officer (Date, Time, Number, and Filing Office) RECORD FEE 11.00 POSTAGE .50 #409220 C489 R02 T14:18 04/10/92 MARY M. ROSE AA CO. CIRCUIT COURT
4 This financing statement covers the following types (or items) of property: 1 IX-20D CO2 Dental Laser System SIN 505060-10		5 Assignee(s) of Secured Party and Address(es) Security Pacific Healthcare Professional Funding 250-A West Arrow Highway San Dimas, CA 91773
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check <input checked="" type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state. <input checked="" type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected		Filed with: CO REC
Check <input checked="" type="checkbox"/> if covered <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented		
By: <u>Paul R. Miller, D.D.S.</u> Signature(s) of Debtor(s)	LUXAR Corporation By: <u>[Signature]</u> Signature(s) of Secured Party(ies)	

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy-Alphabetical

1100  
33

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name COUNTRY SUNSHINE LAWN SERVICE  
Address 2744 S. HAVEN RD ANNAPOLIS, MD 21401

RECORD FEE 11.00  
POSTAGE .50  
#409230 C489 R02 T14:19  
04/10/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name SUBURBAN TURF EQUIPMENT  
Address 1300 SUBURBAN WAY CROWNSVILLE, MD 21032

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Grasshopper GH725 Mower SN 327059  
Grasshopper GH9252 Deck SN 325262

Name and address of Assignee

Agricredit Acceptance Corporation  
P.O. Box 10357  
Des Moines, Iowa 50306-0357

Anne Aronoff 40-9200172  
CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
not subject to recording tax. Lease 7 years or less exempt from tax.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Julian Paul Beard* President  
(Signature of Debtor)

Country Sunshine Lawn Service  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Daniel Phelps*  
(Signature of Secured Party)

Suburban Turf Equipment  
Type or Print Above Signature on Above Line

1100/30

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated 4/8/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name KRAMER CONTRACTING Co, Inc  
Address 1627 CONCORDIA DRIVE PASADENA MD 2122

2. SECURED PARTY

Name Security Ford New Holland, Inc.  
Address 3828 Washington Blvd.  
Baltimore, MD 21227

RECORD FEE 11.00  
POSTAGE .50  
#409240 C489 R02 T14:20  
04/10/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

3. Assignee of Secured Party Ford New Holland Credit Co.  
Address P.O. Box 36387  
Richmond, VA 23235

Person And Address To Whom Statement Is To Be Returned If Different From Above.

4. Maturity date of obligation (if any) \_\_\_\_\_

5. This financing statement covers the following types (or items) of property: (list):

- FORD 1920 DIESEL TRACTOR SN LR30289
- BRADCO Model 315 Front End Loader SN 3P147
- BRADCO Model 9HD BACKHOE ATTACHMENT SN CL-1235
- LEINBACH 7' Box SCAFFOLD
- LEINBACH LANDSCAPE RAKE
- CUSTOM 4T-500 4TON TRAILER SN T-300

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- Not subject to recordation tax. (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

KRAMER CONTRACTING Co, Inc.  
Kevin Kramer, V.P.  
(Signature of Debtor)

Kevin Kramer, V.P.  
Type or print above Signature on above line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or print above Signature on above line

Thomas J. Drescher  
(Signature of Secured Party)  
Security Ford New Holland, Inc.  
Thomas J. Drescher, President  
Type or print above name on above line

1100  
50

STATE OF MARYLAND

BOOK 579 PAGE 301

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 174880 County

RECORDED IN LIBER FOLIO ON 9-7-88 (DATE) 0777

BOOK 531 Page 547

1. DEBTOR

Name Daves Boat Trailer Sales Inc.

Address 432 Crain Hwy. Glen Burnie, MD 21061

2. SECURED PARTY

Name ITT Commercial Finance Corp

Address PO Box 1587

Voorhees, NJ 08043

RECORD FEE 10.00
POSTAGE .50
#409270 C489 R02 T14:23
04/10/92
MARY M. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK FORM OF STATEMENT

A. Continuation
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:
(Indicate whether amendment, termination, etc.)

Amendment

TO change secured party address to: PO Box 1448
Mt. Laurel, NJ 08054

Daves Boat Trailer Sales Inc.
By: Kete Counard
"Duly Authorized Attorney-In-Fact"

[Signature of Kete Counard]

Dated 3-4-92

[Signature of Kete H. Counard]
(Signature of Secured Party)

KETE H. COUNARD
Type or Print Above Name on Above Line

100

286050

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS  
RECORDATION TAX (IF DUE) PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

BOOK 579 PAGE 302

FINANCING STATEMENT

- 1. Name & Address of Debtor: EARLE D. MYERS and DOROTHY P. MYERS  
291 Halsey Road  
Annapolis, MD 21401
- 2. Name & Address of Secured Party: BANK OF ANNAPOLIS  
1900 Fairfax Road  
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

14.00  
.50

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, including, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

#253710 0263 R01 111:43  
04/10/92  
MAY 5 1992  
COURT

(b) Proceeds of all collateral are covered.

F

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

Earle D. Myers (SEAL)  
EARLE D. MYERS

Dorothy P. Myers (SEAL)  
DOROTHY P. MYERS

Secured Party: BOOK 579 PAGE 303

BANK OF ANNAPOLIS

By: Steven G. Tyler (SEAL)

Please return after recordation to:

Steven G. Tyler  
Hyatt & Peters  
1919 West Street  
Annapolis, MD 21401

EXHIBIT "A" - LEGAL DESCRIPTION

ALL that lot or parcel of ground situate, lying and being in the Sixth Assessment District, Anne Arundel County, State of Maryland, and more particularly described as follows: BOOK 579 PAGE 304

BEING KNOWN AND DESIGNATED as Unit No. 31, in Dutch Glen Condominium, as the same was established by a Condominium Declaration and Exhibits thereto dated and recorded on December 21, 1981, among the Land Records of Anne Arundel County in Liber WGL 3462, folio et seq., and as shown on the Plats recorded among the Plat Records of Anne Arundel County in Condominium Plat Book E-20, folios 34 through 43, and numbered as Plats E-984 to E-993, inclusive. The improvements thereon being known as No. 413 Harwood Place, Annapolis.

TOGETHER with a 1.3964 percent interest in the common elements of said Condominium, and the rights, ways and easements appurtenant thereto, all as set out in said Condominium Declaration and Exhibit recorded as aforesaid.

BEING the same property which by deed dated May 27, 1983, and recorded among the Land Records of Anne Arundel County in Liber 3592, folio 745, was granted and conveyed by TRAFALGAR INVESTMENTS, INC., unto PATRICK M. GREEN.

BEING also the same property which by deed dated March 28, 1991 and recorded among the Land Records of Anne Arundel County in Liber M.M.R. No. 5285, folio 664, was granted and conveyed by PATRICK M. GREEN unto EARLE D. MYERS and DOROTHY P. MYERS, GRANTORS herein.

TO BE FILED WITH ANNE ARUNDEL COUNTY FINANCING STATEMENT RECORDS  
RECORDATION TAX (IF DUE) PAID TO  
ANNE ARUNDEL COUNTY AT TIME  
OF RECORDATION OF DEED OF TRUST

286092 BOOK 579 PAGE 305

FINANCING STATEMENT

1. Name & Address of Debtor: RICHARD L. HOWARD and ELIZABETH L. HOWARD  
1429 Oak Bluff Road  
Edgewater, MD 21037
2. Name & Address of Secured Party: BANK OF ANNAPOLIS  
1900 Fairfax Road  
Annapolis, MD 21401

3. This Financing Statement is intended to grant and perfect a security interest in the following types (or items) of property:

(a) All of the following property, located on or about the real property described in Exhibit "A", attached hereto and made a part hereof by reference (the "Property"):

All improvements, buildings, fixtures, machinery, equipment, building materials, furniture and furnishings and articles of personal property of every kind and nature whatsoever now or hereafter owned by Debtor and located in or upon any interest or estate in land in the Property or any part thereof unused or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by Debtors, including, without limiting the foregoing, all furnishings, screens, storm windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating and lighting equipment and fixtures, construction materials, plumbing, power, water, electric, ventilating, air conditioning, fire protection, maintenance systems and equipment, all replacements thereof and any substitution for, or additions to the same.

14.00

.50

4357670 0263 101 T11:41

TOGETHER with all the right, title and interest (but not the obligations) of Debtor, present and future, in and to all present and future accounts, leases, contract rights, general intangibles, chattel paper, documents, notes and instruments, but not limited to licenses, construction contracts, service contracts, utility contracts, options, permits, public work agreements, bonds, deposits and payments thereunder, relating or appertaining to the aforesaid Property, and its development, occupancy and use.

04/10/92

ROSE

CLERK OF DISTRICT COURT

(b) Proceeds of all collateral are covered.

4. This transaction is not subject to the recordation tax imposed by Section 12-102 of the Tax Property Article of the Annotated Code of Maryland or, if so subject, the applicable tax has been paid upon recordation of the Deed of Trust securing the indebtedness additionally secured hereby.

Debtor:

*Richard L. Howard* (SEAL)  
RICHARD L. HOWARD

*Elizabeth L. Howard* (SEAL)  
ELIZABETH L. HOWARD

Secured Party:

BOOK 579 PAGE 306

BANK OF ANNAPOLIS

By: *Steven G. Tyler* (SEAL)

Please return after recordation to:

Steven G. Tyler  
Hyatt & Peters  
1919 West Street  
Annapolis, MD 21401

EXHIBIT "A" - LEGAL DESCRIPTION

BOOK 579 PAGE 307

ALL that parcel of land, situate, lying and being in the First Assessment District of Anne Arundel County, State of Maryland, and being more particularly described as follows:

BEING KNOWN AND DESIGNATED as the east half of Lot Number Twenty-Five (25), as set forth on the Plat of OAK BLUFF, recorded among the Land Records of Anne Arundel County, Maryland in Plat Book W.M.B. 1, folio 1, now recorded in Plat Cabinet 1, Rod A, Plat 1.

BEING the same property which by deed dated October 1, 1986 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 4223, folio 791, was granted and conveyed by CHARLES E. GREELEY and ELINORE T. GREELEY unto RICHARD L. HOWARD and ELIZABETH L. HOWARD, and in part.

EXEMPT FROM TAXES (K) UNIFORM COMMERCIAL CODE 1208 K-4 CONDITIONAL SALES CONTRACT  
 STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1 286091 Identifying File No. 573 PAGE 308

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 03/21/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name EDWARD S. and PHYLISS A. CYBERT  
 Address 787 ELMHURST RD. SEVERN, MD 21144

2. SECURED PARTY

Name NORWEST FINANCIAL  
 Address 6710 RITCHIE HWY SUITE E  
 GLEN BURNIE, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 04/21/92

4. This financing statement covers the following types (or items) of property: (list)

BROYHILL { SOFA  
 WING-CHAIRS

RECORD FEE 12.00  
 POSTAGE .50

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate) 4001170 C363 R01 T11:19

04/10/92

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) MARY M. ROSE  
 1A 10, CIRCUIT COURT

- (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

12  
 52

x Edward S. Cybert  
 (Signature of Debtor)

EDWARD S. CYBERT  
 Type or Print Above Name on Above Line

x Phyllis A. Cybert  
 (Signature of Debtor)

PHYLISS A. CYBERT  
 Type or Print Above Signature on Above Line

Laura D. Tourville  
 (Signature of Secured Party)

LAURA D. TOURVILLE  
 Type or Print Above Signature on Above Line

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 04/01/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TIMOTHY A. DAILEY + TERESA DAILEY 286093  
 Address 1420 AMPHIBIAN DR, PASADENA, MD 21122

2. SECURED PARTY

Name NORWEST FINANCIAL  
 Address 6710 RITCHIE HWY, SUITE E  
GLEN BURNIE, MD 21061

RECORD FEE 12.00  
 ADJUST .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 05/96

M353360 0263 RD1 T11:19

4. This financing statement covers the following types (or items) of property: (list)

KELLER  
 OAK  
 BEDROOM {  
 TRI VIEW MIRROR  
 SPINDLE BED  
 CHESTON CHEST  
 TRIPLE DRESSER  
 NIGHT STANDS  
 POST AWARD FLOTATION QUEEN SET  
 WATER BED FRAME 5/0

04/10/92  
 MARY H. ROSE  
 AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

1350

X [Signature]  
 (Signature of Debtor)

TIMOTHY A. DAILEY  
 Type or Print Above Name on Above Line

X [Signature]  
 (Signature of Debtor)

TERESA DAILEY  
 Type or Print Above Signature on Above Line

[Signature]  
 (Signature of Secured Party)

LAURA D. TOURVILLE  
 Type or Print Above Signature on Above Line

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)  
Finlay Fine Jewelry Corporation  
521 Fifth Avenue  
New York, New York 10175

2. Secured Party(ies) and address(es)  
Clyde Duneier, Inc.  
1212 Ave. of the Americas  
New York, New York 10036

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
POSTAGE .50

4753750 0263 RD1 111:14

4. This financing statement covers the following types (or items) of property:

See "Annex A"  
"Consignment Filing"

286094

BOOK 579 PAGE 310

5. Assignee(s) of Secured Party and Address(es)

04/10/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

1350

Recordation tax does not apply.  
No security interest - consignment only.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:  
Anne Arundel County, MD  
6203-6

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

FINLAY FINE JEWELRY CORPORATION  
Bonni G. Davis, VP

CLYDE DUNEIER, INC.  
Dana Duneier, VP

By: *Bonni G. Davis*  
Signature(s) of Debtor(s)

VP  
Title

By: *Dana Duneier*  
Signature(s) of Secured Party(ies)

*D*  
Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

This financing statement is filed as a memorandum of a consignment transaction under the terms of a certain Consignment Agreement dated as of February 28, 1992, as amended from time to time, by and between Clyde Duneier, Inc., as consignor and Finlay Fine Jewelry Corporation, as consignee, for consignment of merchandise between consignor and consignee, covering certain goods, including but not limited to, certain rings, bracelets, pendants, earrings and necklaces mounted in 14 and 18 karat gold with precious and semi precious stones, which may heretofore, now or hereafter be consigned or delivered by consignor to consignee, to or for the account of consignee. This financing statement also covers all future merchandise which may be consigned by consignor to consignee.

Title to the consignment merchandise shall be and remain in secured party/consignor pursuant to the terms of the aforesaid consignment agreement and the interest of the secured party/consignor in and to the consigned merchandise shall be superior to all other interests claimed therein.

The consignment interest of the undersigned shall be binding upon the above named consignee at any and all present and future addresses, business location and concessions.

MARYLAND

Lord & Taylor  
White Flint Mall - Dept. 250  
11311 Rockville Pike  
Kensington, MD 20895

Leggett  
Francis Scott Key Mall  
5500 Buckeystown Pike  
Frederick, MD 21701

Hecht Co.  
Baltimore Pike  
Bel Air, MD 21014

Hecht Co.  
813 Dulaney Valley Road  
Towson, MD 21204

Hecht Co.  
White Marsh  
8200 Perry Mall Blvd.  
Baltimore, MD 21236

Hecht Co.  
Marley Station  
7880 S. Ritchie Highway  
Glen Burnie, MD 21061

Hecht Co.  
10300 Red Run Blvd.  
Owings Mills, MD 21117

Hecht Co.  
Salisbury  
2304 North Salisbury Blvd.  
Salisbury, MD 21801

Hecht Co.  
Golden Ring Mall  
6400 Rossville Boulevard  
Baltimore, MD 21237

Hecht Co.  
Security Mall  
6901 Security Boulevard  
Baltimore, MD 21207

Hecht Co.  
Lake Forest Mall  
701 Russell Avenue  
Gaithersburg, MD 20877

BOOK 579 PAGE 312  
Hecht Co.  
135 Annapolis Mall  
Annapolis, MD 21401

Hecht Co.  
Laurel Center  
14828 Baltimore/Washington B.  
Laurel, MD 20707

Hecht Co.  
St. Charles  
Route 5  
Waldorf, MD 20602

Hecht Co.  
Prince Georges Plaza  
3500 East-West Highway  
Hyattsville, MD 20782

Hecht Co.  
Marlow Heights Shopping Ctr.  
4101 Branch Avenue  
Marlow Heights, MD 20748

Hecht Co.  
Montgomery Mall  
7125 Democracy Blvd.  
Bethesda, MD 20817

Hecht Co.  
Landover Mall Shopping Ctr.  
2203 Brightseat Road  
Landover, MD 20785

Hecht Co.  
Wheaton  
11160 Veirs Mill Road  
Wheaton, MD 20902

Hecht Co.  
Columbia Mall  
10300 Little Patuxent Parkway  
Columbia, MD 21044

The Bon-Ton Dept. 983  
23 Valley Mall  
Halfway Boulevard  
Hagerstown, MD 21740

The Bon-Ton Dept. 983  
Fredericktowne Mall  
Frederick, MD 21701

This **FINANCING STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Finlay Fine Jewelry Corporation  
521 Fifth Avenue  
New York, NY 10175

2. Secured Party(ies) and address(es)  
Candela Jewelry Inc.  
15 West 37th Street  
New York, NY 10018

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

BOOK 579 PAGE 313  
RECORD FEE 11.00  
POSTAGE .50

4. This financing statement covers the following types (or items) of property:  
All Jewelry merchandise, 14Kt. gold or otherwise, trademarked with the symbol "0" or "CJI", now or hereafter consigned by memorandum to consignee by Consignor or held at Consignee's premises, outlets or premises of third parties. Debtor shall have no right to encumber the property which is owned by Secured Creditor.

5. Assignee(s) of Secured Party and Address(es)  
04/10/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Recordation tax does not apply  
NO SECURITY INTEREST- Consignment Only

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:  
ANNE ARUNDEL, MD  
6869-N

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Finlay Fine Jewelry Corporation

Candela Jewelry Inc.

By: BONNIE G. DAVIS VP  
Signature(s) of Debtor(s)

VP  
Title

By: THOMAS KOCHMAN, PRESIDENT  
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

MARYLAND

BOOK 579 PAGE 314

Lord & Taylor  
White Flint Mall - Dept. 250  
11311 Rockville Pike  
Kensington, MD 20895

Hecht Co.  
135 Annapolis Mall  
Annapolis, MD 21401

Leggett  
Francis Scott Key Mall  
5500 Buckeystown Pike  
Frederick, MD 21701

Hecht Co.  
Laurel Center  
14828 Baltimore/Washington B.  
Laurel, MD 20707

Hecht Co.  
Baltimore Pike  
Bel Air, MD 21014

Hecht Co.  
St. Charles  
Route 5  
Waldorf, MD 20602

Hecht Co.  
813 Dulaney Valley Road  
Towson, MD 21204

Hecht Co.  
Prince Georges Plaza  
3500 East-West Highway  
Hyattsville, MD 20782

Recordation tax does not apply  
NO SECURITY INTEREST- Consignment Only

Hecht Co.  
White Marsh  
8200 Perry Mall Blvd.  
Baltimore, MD 21236

Hecht Co.  
Marlow Heights Shopping Ctr.  
4101 Branch Avenue  
Marlow Heights, MD 20748

Hecht Co.  
Marley Station  
~~7880 S. Ritchie Highway~~  
Glen Burnie, MD 21061

Hecht Co.  
Montgomery Mall  
~~7125 Democracy Blvd.~~  
Bethesda, MD 20817

Hecht Co.  
10300 Red Run Blvd.  
Owings Mills, MD 21117

Hecht Co.  
Landover Mall Shopping Ctr.  
2203 Brightseat Road  
Landover, MD 20785

Hecht Co.  
Salisbury  
2304 North Salisbury Blvd.  
Salisbury, MD 21801

Hecht Co.  
Wheaton  
11160 Veirs Mill Road  
Wheaton, MD 20902

Hecht Co.  
Golden Ring Mall  
6400 Rossville Boulevard  
Baltimore, MD 21237

Hecht Co.  
Columbia Mall  
10300 Little Patuxent Parkway  
Columbia, MD 21044

Hecht Co.  
Security Mall  
6901 Security Boulevard  
Baltimore, MD 21207

The Bon-Ton Dept. 983  
23 Valley Mall  
Halfway Boulevard  
Hagerstown, MD 21740

Hecht Co.  
Lake Forest Mall  
701 Russell Avenue  
Gaithersburg, MD 20877

The Bon-Ton Dept. 983  
Fredericktowne Mall  
Frederick, MD 21701

286096

FINANCING STATEMENT

BOOK 579 PAGE 315

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- |  |  |
|--|--|
| 1. Borrower and Address:<br><br>James K. Reece<br>1253 Cherry Tree Lane<br>Annapolis, Maryland 21401 | 2. Secured Party and Address:<br><br>Greater Metropolitan Title<br>Company, Inc.<br>221 Duke of Gloucester Street<br>Annapolis, Maryland 21401 |
|--|--|

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of Borrower's bank accounts at Farmers National Bank, including, but not limited to, that certain retirement account number 9500007028 at Farmers National Bank; and all proceeds and products thereof in any form whatsoever.

B. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. Principal amount of debt initially incurred is \$20,000.00.

6. Recordation tax of \$140.00 is paid herewith.

RECORD FEE	11.00
RECORD TAX	140.00
POSTAGE	.50
H409740 C489 R02 T15+03	
04/10/92	

BORROWER:

SECURED PARTY:

GREAT METROPOLITAN TITLE COMPANY, INC.

MARY M. ROSE

James K. Reece  
James K. Reece

By: Daniel J. Mellin  
Daniel J. Mellin, Vice President  
221 Duke of Gloucester Street  
Annapolis, Maryland 21401

2/25, 1992  
Date Signed by Borrower

1100  
140.50



FINANCING STATEMENT

- To be recorded among the Land Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Recordation Tax has been paid on the amount of \$315,000.00 with the filing of Articles of Sale and Transfer with the State Department of Assessments and Taxation; and Recordation Tax has been paid on an additional amount of \$85,000.00 among the Land Records of Anne Arundel County, Maryland in connection with the filing of the Deed of Trust described below (\$315,000.00 Purchase Money - \$85,000.00 Additional Money - total \$400,000.00)
- Not subject to recordation tax.

DEBTOR:

ADDRESS:

HERRINGTON PARTNERSHIP,  
a Maryland general partnership

P.O. Box 40  
Tracey's Landing, Maryland 20779

RECORD FEE 21.00

POSTAGE .50

SECURED PARTY:

ADDRESS:

Farmers National Bank  
of Maryland

Five Church Circle  
Annapolis, Maryland 21401

#354000 0263 R01 T144B

04/10/92

MARY M. ROSE

AA CO. CIRCUIT COURT

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility for the performance of the Debtor's obligations thereunder), and

2/50

*[Signature]* Borrower's Initials

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SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404  
(410) 263-8855

FN001.965

of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Purchase Money Deed of Trust, Assignment and Security Agreement dated April 8th, 1992 (the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II, as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any contract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

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ANNAPOLIS, MD 21404  
  
(410) 263-8855

This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:  
HERRINGTON PARTNERSHIP, a  
Maryland general partnership

E. Stuart Chaney  
By: E. Stuart Chaney, Managing  
Partner

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,  
a national banking organization

By: Luan D. Oaker (SEAL)  
V. President  
Title:

Mr. Clerk Return to: Snider, Buck & Migdal  
Attn: Pat Weiss  
P.O. Box 2400  
Annapolis, Maryland 21404

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404  
  
(410) 263-8855

## EXHIBIT "A"

BEGINNING for the same at a pipe found on the south side of Deale to Nutwell State Road (Maryland Route 256); said pipe being at the beginning of the fourth or last line of Part One in the conveyance from John B. Wright, Trustee, to William Bowie Smith, Jr. and Doris, his wife, by deed dated April 23, 1963, recorded among the Land Records of Anne Arundel County, Maryland, in Liber LNP 1650, folio 485; THENCE running from said beginning point so fixed and with the south side of said State Road, N. 84 deg 45 min. E. 265.35 feet to a pipe set on the shoreline of Tracy's Creek; THENCE with the shoreline of Tracy's Creek, as referred to in the above mentioned Part One, S. 23 deg. 34 min. W. 81.73 feet to a point; said point being the same beginning point as described in Part Two and the beginning of the second line in Part Three of said conveyance from Wright to Smith; THENCE still with the shoreline of Tracy's Creek, as referred to in Part Two of said conveyance, S. 17 deg. 50 min. W. 150.00 feet to a point; THENCE leaving Tracy's Creek and running with the second line of said Part Two S. 84 deg. 27 min. W. 238.66 feet to a pipe found at the end of said second line and at the beginning of the third line of Part Three in said conveyance from Wright to Smith; THENCE with said third line, N. 20 deg. 14 min. E. 152.45 feet to a pipe set at the end of said third line and at the beginning of the third line of Part One in said conveyance from Wright to Smith; THENCE with third line of said Part One, N. 05 deg. 15 min. W. 71.75 feet the place of beginning. CONTAINING 1.13 acres, more or less, as surveyed by J.R. McCrone, Jr., Inc. Registered Land Engineers and Land Surveyors, October 1969 as described in December 1969.

SAVING AND EXCEPTING THEREFROM all that strip of land and described as follows:

BEGINNING for the same at a point on the south side of Deale Road, (Md, Route 256), said point of beginning being in the first line of that conveyance from William Bowie Smith, Jr. and Doris D. Smith to Tommy's Inc. by deed dated February 13, 1970, recorded among the Land Records of Anne Arundel County, Maryland, in Liber MSH 2330,

folio 848, and distant N. 77 deg. 26 min. 41 sec. E. 66.10 feet from the beginning of said line; thence from the point of beginning so fixed and with the first line of the aforementioned conveyance and the south side of Deale Road with bearings referred to the Maryland State Grid Meridian N. 77 deg. 26 min. 41 sec. E. 199.25 feet to a point on the shoreline of Tracy's Creek which marks the beginning of the second line of the abovementioned conveyance from Smiths to Tommy's, Inc.; THENCE with the second line S. 16 deg. 15 min. 41 sec. W. 18.66 feet to a point on the newly established right of way line of Deale Road; thence with said right of way line the following three courses and distances to the point of beginning, S. 77 deg. 33 min. 01 sec. W. 66.67 feet, S. 88 deg. 06 min. 30 sec. W. 58.01 feet, and S 81 deg. 50 min. 20 sec. W. 64.81 feet to the point of beginning. CONTAINING 0.045 acres of land, more or less. All as shown on plat prepared by the Department of Public Works of Anne Arundel County, Maryland.

BEING the same property which by Articles of Sale and Transfer of even date hereof, to be recorded at the State Department of Assessments and Taxation, and Confirmatory Deed of even date herewith, to be recorded among the Land Records of Anne Arundel County, was conveyed by Tanous Corporation, Inc., a body corporate of the State of Maryland unto Herrington Partnership, a Maryland general partnership.

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MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(410) 263-8855

MARYLAND FINANCING STATEMENT

286048

(xx) Not Subject to Recordation Tax (C/S/C) Under the terms of Paragraph 4 of Tax-Property Article #12-108K This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE: Kop-Flex, Inc. (Name or Names)

Harmans Road, Harmans, Maryland 21077 (Address)

LESSEE: \_\_\_\_\_ (Name or Names)

\_\_\_\_\_  
(Address)

2. LESSOR: MCCALL HANDLING CO.  
3900 VERO ROAD, BALTIMORE, MARYLAND 21227

3. ASSIGNEE (if any)  
of LESSOR: HYSTER CREDIT COMPANY.  
111 S.W. FIFTH, SUITE 2700, PORTLAND, OREGON 97204

4. This financing Statement covers the following types (or items) of property  
( 1 ) Hyster Model H135XL  
Serial No. F006A01646G  
RECORD FEE 11.00  
POSTAGE .50  
#357910 0263 R01 T14:38  
04/10/92

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
Products of Collateral are also covered Yes ( ) No (xx)  
AA CO. CIRCUIT COURT

6. Secured party is the seller of the equipment.

LESSEE

LESSOR

Kop-Flex, Inc.

MCCALL HANDLING CO.

By: J. Stevenson Exec. V.P. & CFO  
James E. Stevenson, Jr. (Title)

By: A.B. Boggs, Jr.  
A.B. Boggs, Jr. V.P. Finance (Title)

(Type or print name of person signing)

(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)

(Type or print name of person signing)

Return to: MCCALL HANDLING CO.  
3900 VERO ROAD  
BALTIMORE, MARYLAND 21227

115  
8

286049

BOOK 573 PAGE 322



03/30/92 D78 DCBARNES 8-896-4114 11.50 ANNE ARUNDEL  
This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: | 3 Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) CHRYSLER CORP INSTALLED AT: TATE DODGE 7139 N RITCHIE HWY GLEN BURNIE, MD 21061-2909	2. Secured Party(ies) and address(es) IBM CREDIT CORPORATION DEPT. C4D MS 7 290 HARBOR DRIVE STAMFORD, CT 06904	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50  5. Assignee(s) of Secured Party and Address(es) MAY 10 1992 COURT
4. This financing statement covers the following types (or items) of property: IBM EQUIPMENT (INCLUDING ALL ADDITIONS, ACCESSIONS AND UPGRADES) REFERNCED ON IBM SUP #141187 DATED 02/21/92 QTY-TYPE QTY-TYPE QTY-TYPE QTY-TYPE QTY-TYPE QTY-TYPE 001-7785 001-4072 - - - - RECORDATION TAX NOT REQUIRED SELLER RETAINING EQUIPMENT FOR PRICE		

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CHRYSLER CORP IBM CREDIT CORPORATION  
ATTORNEY IN FACT  
By: R. MURPHY *[Signature]* M. HIGGS *[Signature]*  
Signature(s) of Debtor(s) Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM 1 FORM UCC-1.

LOG NUMBER: U2090154004

Return To  
National Code Corporation  
225 W. 34th Street  
New York, N.Y. 10122  
(800) 221-0102 (212) 947-7200

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

No. of Sheet

1. Debtor(s) (Last Name First) and Address(es):  
Fisher Camuto Retail Corp.  
9 West Broad Street  
Stamford, CT 06902

2. Secured Party(ies) Name(s):  
NatWest USA Credit Co  
175 Water Street  
New York, NY 10038

5. This statement refers to original Financing Statement No. 671650 278598 Liber 546 9/18/89 with Anne Arudel County, MD  
Folio 108-110

- A Continuation The original Financing Statement bearing the above file number is still effective.
- B Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:  
RECORD FEE 10.00  
POSTAGE .50
- D Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below.
- E Amendment The Financing Statement bearing the above file number is amended as set forth below. (Signature of Debtor and Secured Party is Required)  
04/10/92  
The Debtor name is hereby amended to read NINE WEST GROUP INC.  
Debtor name was previously changed to Fisher Camuto Group Inc. and thereafter to Nine West Group Inc.  
MARTIN ROSE

This statement is to be indexed in the Real Estate Records Section Block 100 COURT

Nine West Group Inc.  
By *Rushard Gurbato*  
Signature(s) of Debtor(s) (only on amendment)

NatWest USA Credit Corp. 12/50  
By *MARTIN ROSE*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical

(5/82)

STANDARD FORM - FORM UCC-3 - Approved by the Secretary of State of New York.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286100

Identifying File No. 570 PAGE 324

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 3/6/92 does not create a Sec/Interest Agreement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NORMAN T. CULLY EXC. CONSTRUCTION, INC.
Address 811 Best Gate Rd., Annapolis, MD 21401

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY
Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Muller TC18
Compactor
SN: 11500147

Name and address of Assignee
RECORD FEE 11.00
POSTAGE .50

#113590 CIR. ROJ. 111:47
04/10/92

CHECK THE LINES WHICH APPLY

(anne arundel) MARY M. ROSE

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Norman T. Cully Exc, Construction, Inc.

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Furnival/State Machinery Company

(Signature of Secured Party)

Type or Print Above Signature on Above Line

STATE OF MARYLAND  
 FINANCING STATEMENT FORM UCC-1 **286101**

BOOK **579** PAGE **325**  
 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 3/16/92 does not create a Sec/Interest Agreement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name PATUXENT MATERIALS  
 Address 2111 Baldwin Ave, Crofton, MD 21114

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY  
 Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu D37P-2  
 Swamp Dozer  
 SN: A1687

Name and address of Assignee	
REFUND	11.00
POSTAGE	50

#113550 C191 R03 T11:49  
 04/10/92

MARY H. ROSE  
 AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

- (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

PATUXENT MATERIALS

Francis E. Gardiner, Jr. VP  
 (Signature of Debtor)

FRANCIS E. GARDINER, JR. VP  
 Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FURNIVAL/STATE MACHINERY COMPANY

Ray Neal VP Sales  
 (Signature of Secured Party)

Ray Neal  
 Type or Print Above Signature on Above Line

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1 286102

BUCK 579 PAGE 326  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated 3/16/92 does not create a Sec/Interest Agreement  
Uniform Commercial Code. is presented to a filing officer for filing pursuant to the

1. DEBTOR

Name CORMAN CONSTRUCTION  
Address 12001 Guilford Rd., Annapolis Junction, MD 20701

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY  
Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Komatsu D31P-18A  
Swamp Dozer  
SN: A42739

Name and address of Assignee

RECORD FEE 11.00

POSTAGE .50

W11370 0191 R03 T1149

04/10/92

MARY K. ROSE

AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

N/A

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

N/A

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CORMAN CONSTRUCTION

*Ray Daniels*  
(Signature of Debtor)

Ray Daniels  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

FURNIVAL/STATE MACHINERY COMPANY

*Ray Neal*  
(Signature of Secured Party)

Ray Neal

Type or Print Above Signature on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE 50  
#115230 C191 R03 F18140  
04/10/92

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

MARY M. ROSE  
CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Unit 202 (Building 15) as shown on the Plats entitled "Phase 15, Building 15, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 7 through 10, inclusive, at Plats No. E-2957 through E-2960, inclusive.

Dated: 2-11-92 FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21060  
(220-91)

105

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE 50  
MAY 20 0191 103 71440  
04/10/92

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 104 (Building 8) as shown on the Plats entitled "Phase 8, Building 8, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-48, pages 42 through 46, inclusive, at Plats No. E-2592 through E-2596, inclusive.

Dated: 2/4/92 FIRST AMERICAN BANK OF MARYLAND

By: *Thomas R. [Signature]*

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(015-92)

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BOOK 579 PAGE 329  
UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061
2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 201, (Building 19) as shown on the Plats entitled "Phase 19, Building 19, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-53, pages 30 through 33, inclusive, at Plats No. E-2830 through E-2833, inclusive.

RECORD FEE 10.00  
POSTAGE .50  
04/10/92  
MARY H. ROSE  
CIRCUIT COURT

Dated: 2/1/92

FIRST AMERICAN BANK OF MARYLAND

By: [Signature]

FILE IN:

- ( ) SDAT  
( ) Land Records  
() Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(253-91)

158

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

(TW)

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

RECORD FEE 1.00  
POSTAGE .50  
RECORD FEE 9.00

BEING KNOWN AND DESIGNATED as Unit 204 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999 inclusive.

115190 0191 003 11430  
04/10/92  
MARY N. POSE  
CO. CIRCUIT COURT

Dated: 1/29/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21060  
(192-91)

10.5

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531  
ID No. \_\_\_\_\_

Page No. 026

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE .50  
#115180 0191 003 114630  
04/10/92

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

N. ROSE  
AA CO. CIRCUIT COURT

BEING KNOWN AND DESIGNATED as Unit 203 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999, inclusive.

Dated: 2/1/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. George

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21060  
(019-92)

1550

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026  
ID No. \_\_\_\_\_

- 1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061
- 2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 202 (Building 14) as shown on the Plats entitled "Phase 14, Building 14, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-56, pages 46 through 49, inclusive, at Plats No. E-2996 through E-2999, inclusive.

RECORD FEE 10.00  
POSTAGE .50

Dated: 1/31/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas K. Gray

MARY H. ROSE

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21060  
(197-91)

AA CO. CIRCUIT COURT

1580

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 560 Page No. 70  
ID No. 281898

Sturbridge Limited Partnership  
Name or Names - Print or Type

1. Debtor(s) 900 Ritchie Highway - Suite 201, Severna Park, MD 21146  
Address-Street No. City, State Zip

2. Secured Party Provident Bank of Maryland  
Name or Names - Print or Type

114 East Lexington Street, Baltimore, MD 21201  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_ RECORD FEE 10.00  
POSTAGE .50

4. Check Applicable Statement: \_\_\_\_\_ #115300 0191 R03 T14144  
04/16/92

A. Continuation.....   
The original financing state-  
ment between the foregoing  
Debtor and Secured Party, bear-  
ing the file number shown above,  
still effective.

B. Partial Release.....  M. ROSE  
From the collateral described  
in the financing statement  
bearing the file number shown  
above, the Secured Party  
releases the following:  
\*See below.

C. Assignment.....   
The Secured Party certifies  
that the Secured Party has  
assigned to the Assignee whose  
name and address is shown below,  
Secured Party's rights under the  
financing statement bearing the  
file number, shown above in the  
following property:

D. Other.....   
(Indicate whether amendment,  
termination, etc.)

BEING KNOWN AND DESIGNATED as Lot 11, as shown on the Plats  
entitled "Section Three, Sturbridge", which Plats are recorded  
among the Land Records of Anne Arundel County in Plat Book 130,  
pages 1 through 3, inclusive.

Dated: 2-19-92

Alex J. Guggenheim  
Alex J. Guggenheim, Trustee

Please return to:  
Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
( 023-92)

Raymond E. Schlissler  
Raymond E. Schlissler, Trustee

10.50

A.A. Co. F/S Records

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 543 Page No. 238  
ID No. 277883

Saybrooke Development Corporation  
Name or Names - Print or Type  
1. Debtor(s) 900 Ritchie Highway, Severna Park Maryland 21146  
Address-Street No. City, State Zip

Provident Bank of Maryland  
Name or Names - Print or Type  
2. Secured Party 114 East Lexington Street, Baltimore Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

#115310 C191 R03 F14445

A. Continuation.....   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

MARY N. ROSE  
CO. CIRCUIT COURT  
04/10/72

C. Assignment.....   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....   
(Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot 38, as shown on the Plats entitled "Saybrooke", which Plats are recorded among the Land Records of Anne Arundel County in Plat Book 120, folios 3 through 7, inclusive.

Dated: February 26, 1972

Provident Bank of Maryland

Wes / D. P.

Please return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
( 036-92 )

1570

OK-MR11

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 544 Page No. 559  
ID No. 278273

Frank J. Scott, Sr.  
Name or Names - Print or Type

1. Debtor(s) 305 E. Furnace Branch Road, Glen Burnie, Maryland 21060  
Address-Street No. City, State Zip

2. Secured Party Maryland National Bank  
Name or Names - Print or Type

10 Light Street - 19th Floor, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_ RECORD FEE 10.00

POSTAGE .50

4. Check Applicable Statement:

#115320 C191 R03 T14146

A. Continuation.....  
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release..... 04/10/92  
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

C. Assignment.....  
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....  
(Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot 31-AR, as shown on a Plat entitled "Wicklow Woods, Administrative Lot Line Change - Lots 30-AR & 31-AR", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 137, page 32, as Plat No. 7155.

Dated: March 9, 1992

Please return to: Maryland National Bank

Northco Title Corporation  
P.O. Box 133Q  
Glen Burnie, MD 21061  
( 046-92 )

Mary R. Henderson  
Mary R. Henderson, A.V.P.

10.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 544 Page No. 559  
ID No. 278273

1. Debtor(s) Frank J. Scott, Sr.  
Name or Names - Print or Type  
305 E. Furnace Branch Road, Glen Burnie, Maryland 21060  
Address-Street No. City, State Zip

2. Secured Party Maryland National Bank  
Name or Names - Print or Type  
10 Light Street - 19th Floor, Baltimore, Maryland 21202  
Address-Street No. City, State Zip

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00

POSTAGE .50

A. Continuation.....    
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, still effective.

B. Partial Release.....    
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:  
\*See below.

04/10/92  
MARY H. ROSE  
AA CO. CIRCUIT COURT

C. Assignment.....    
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other.....    
(Indicate whether amendment, termination, etc.)

BEING KNOWN AND DESIGNATED as Lot 30-AR, as shown on a Plat entitled "Wicklow Woods, Administrative Lot Line Change - Lots 30-AR & 31-AR", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 137, page 32, as Plat No. 7155.

Dated: February 3, 1992

Please return to:  
Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, MD 21061  
( 022-92 )

Constance M. Grimes

Constance M. Grimes, Assistant V.P.

158

BOOK 579 PAGE 337

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531  
ID No. \_\_\_\_\_

Page No. 026

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00  
POSTAGE .50

M15340 0391 003 714147

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

04/10/92

MARY M. ROSE

BEING KNOWN AND DESIGNATED as Unit 102 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

AA CO. CIRCUIT COURT

Dated: 1/31/92

FIRST AMERICAN BANK OF MARYLAND

By: *Thomas J. George*

FILE IN:

- ( ) SDAT  
( ) Land Records  
(X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(291-91)

158

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531  
ID No. \_\_\_\_\_

Page No. 026

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

RECORD FEE 10.00

POSTAGE 50  
013300 C191 003 72447  
04/10/92

MARY M. ROSE

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 103 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

Dated: 2/10/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas J. Gray

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (✓) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(200-91)

15.8

UNIFORM COMMERCIAL CODE  
STATEMENT OF PARTIAL RELEASE

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll/Liber No. 531 Page No. 026  
ID No. \_\_\_\_\_

1. Debtor: Cromwell Fountain Associates  
305 E. Furnace Branch Road  
P.O. Box 878  
Glen Burnie, Maryland 21061

2. Secured Party: First American Bank of Maryland  
8401 Colesville Road  
Silver Spring, Maryland 20910

From the collateral described in the Financing Statement bearing the reference number shown above, the Secured Party releases the following:

BEING KNOWN AND DESIGNATED as Unit 203 (Building 10) as shown on the Plats entitled "Phase 10, Building 10, Cromwell Fountain - Section II", which Plats are recorded among the Land Records of Anne Arundel County in Condominium Plat Book E-55, pages 41 through 45, inclusive, at Plats No. E-2941 through E-2945, inclusive.

RECORD FEE 10.00  
POSTAGE .50  
#115560 C191 R03 T14042

Dated: 2/6/92

FIRST AMERICAN BANK OF MARYLAND

By: Thomas J. Gray

MARY M. ROSE  
CIRCUIT COURT

FILE IN:

- ( ) SDAT
- ( ) Land Records
- (X) Financing Statements

Return to: Northco Title Corporation  
P.O. Box 1330  
Glen Burnie, Maryland 21061  
(222-91)

155

UNIFORM COMMERCIAL CODE  
Continuation, Termination,  
Release, Assignment, Etc.

Washington Law Reporter Form 1001  
1625 Eye St., N.W., Washington, D.C. 20006

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement 280577 AA Co.  
Date of Filing April 12, 1990  
Maturity date (if any)

Record Reference Liber 554, folio 419

THE SECURITY TITLE GUARANTEE  
CORPORATION OF BALTIMORE  
Six South Calvert  
Baltimore, Md. 21202-1388

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Sabrina Park Development Corp.	P.O. Box 1360		Pasadena	Maryland. 21122

Name of Secured Party or assignee	No.	Street	City	State
Maryland National Bank	10 Light Street		Baltimore	Maryland. 21202

RECORD FEE 10.00  
POSTAGE .50  
Construction Finance Unit, M/S #021901 0603 R04 114:09  
04/10/92

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

SEE EXHIBIT "A" ATTACHED AND MADE A PART HEREOF.

~~RECORD FEE 10.00~~  
~~RL PROP 2.00~~  
~~POSTAGE .50~~  
~~#647270 0603 R04 114:08~~  
04/10/92

MARYLAND NATIONAL BANK

BY:

Jennifer L. Mertaugh, Assistant V. P.

(Type or print name under signature)

157 611 120 Adkins Rd  
THE SECURITY TITLE GUARANTEE  
CORPORATION OF BALTIMORE  
Six South Calvert  
Baltimore, Md. 21202-1388

10  
51

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 5R as shown on a Plat entitled "Resubdivision of Sabrina Park (Phase I)", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 127, folio 31. The improvements thereon being known as No. 120 Idlewild Road.

Mail to Security Title Guaranty Corp

FN167301.FIS  
1840

BOOK 579 PAGE 342

NOT SUBJECT TO  
RECORDATION TAX

286103

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code:

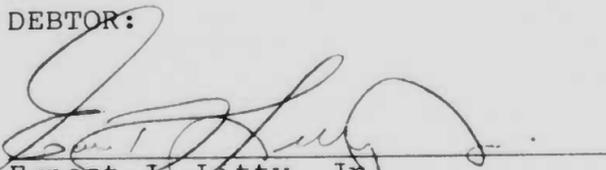
1. NAME AND ADDRESS OF DEBTOR: ERNEST J. LITTY, JR.  
c/o Leimbach Development Corporation  
P.O. Box 364  
1021 Dorsey Road  
Millersville, Maryland 21108
2. NAMES AND ADDRESS OF SECURED PARTIES: THE FIRST NATIONAL BANK OF MARYLAND  
CHESAPEAKE HOLDINGS MCKINSEY PARK, LIMITED  
CHESAPEAKE HOLDINGS CROFTON FARMS, LIMITED  
110 South Paca Street  
9th Floor  
Mail Code 109-900  
Baltimore, Maryland 21201

3. This Financing Statement covers the following types (or items) of property:

(a) All of the Debtor's right, title and interest in and to, and as a partner (whether general or limited) of Ridgeview Associates Limited Partnership, a Maryland limited Partnership (collectively, the "Partnership"), whether now owned or hereafter acquired, including but not limited to (i) the Debtor's rights to receive from the Partnership cash and non-cash distributions (regardless of how such distributions are classified); profits; income; revenue; losses; the return of capital; development, management and similar fees; and the principal of and interest on all loans now or hereafter made by the Debtor to the Partnership and (ii) all notes and other instruments now or hereafter evidencing the right to receive payment of, and all benefits and privileges now or hereafter accruing with respect to, the foregoing.

(b) All cash and non-cash proceeds of the foregoing.

DEBTOR:

  
Ernest J. Littty, Jr.

RECORD FEE 11.00  
POSTAGE .50  
#411260 C489 R02 T14:55  
04/13/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

(G.L.)

1100  
5

Filing Officer: After recordation, please return this Financing Statement to:

Jeffrey H. Seibert, Esquire  
Miles & Stockbridge  
10 Light Street, 8th Floor  
Baltimore, Maryland 21202

TO BE RECORDED AMONG THE FINANCING STATEMENT RECORDS OF TALBOT COUNTY, MARYLAND, ANNE ARUNDEL COUNTY, MARYLAND AND WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

- 2 -

COMMONWEALTH LAND TITLE INS. CO.  
SUITE 1524, THE WORLD TRADE CENTER  
BALTIMORE, MARYLAND 21202

Mail to

1926781

BOOK 573 no. 344

286104

# NationsBank

NationsBank of Maryland

## Financing Statement

- Not Subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

- Record in:
- SDAT
  - Montgomery County
  - Prince George's County
  - Other Anne Arundel County

Name	Street	City	State	Address
1. Debtor(s)				
Vertical Visions, Inc.	12011 Guilford Rd., Suite 104	Annapolis Junction, MD.		20701

2. Secured Party: **NationsBank of Maryland**  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any of such property.

Check  one or more boxes as applicable:

**All Equipment and Fixtures** - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

RECORD FEE 11.00  
 POSTAGE .50  
 400-110 2288 101 110:11  
 04/14/92

**Inventory** - All inventory of the Debtor, now owned or hereafter acquired, wherever located, accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.

**Accounts Receivable, etc.** - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper, tax refunds, notes, notes receivable, drafts, acceptances, leases, and general intangibles (including, without limitation, all things in action, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above, together with all returned, rejected or repossessed goods, the sale or lease of which shall have given, or shall give, rise to any account or contract right.

**Specific Equipment** - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.

**Other** - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

115

Secured Party: NationsBank of Maryland  
 By: M. David Waite  
 Type Name M. David Waite  
Vice President  
 Title \_\_\_\_\_

Debtors) or Assignors)  
Vertical Visions, Inc.  
 By: Jerald P. Freishtat  
Jerald P. Freishtat, President

\*Recordation Tax was paid previously in Prince Georges County, Maryland on October 19, 1989

Type or Print Name and Title of Each Signature

White - Copies for Filing

Blue - Bank's Copy

## SCHEDULE A

VERTICAL VISIONS, INC.

---

GENERAL DESCRIPTION

---

## NCR TOWER XP

Slim Line Cabinet  
(29" X 7" X 27")  
Control Panel  
Power Supply with Power  
Fail Recovery  
Battery Back-up  
2 Slot Memory Bus  
7 Multibus Slots  
MC68010 10 MHz Processor  
Memory Management  
2 KB Cache Memory  
2 RS-232-C Diagnostic  
Ports  
2 MB Memory with ECC  
Mass Storage Controller  
85 MB Winchester, Disk  
45 MB Cartridge  
Two High Performance Serial I/O - 8 (Total 16)  
One Parallel Printer Port  
TOWER Operating System (UNIX V)  
RM COBOL Compiler & Runtime  
Nine Wyse 30 Terminals  
Three Data Products 9040 Printers  
Two 9600 Baud Modems @ \$1,000. Ea.  
Two 2400 Baud Modems @ \$ 500. Ea.  
Cables for Terminals & Printers  
Application Software  
Commission Modification

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

This financing statement Dated 4/9/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

BOOK 579 PAGE 346

1. DEBTOR

Name InterCAP Graphics Systems, Inc.

288705

Address 116 Defense Highway - Annapolis, MD 21401

2. SECURED PARTY

Name A.G.W. Biddle III and Stephanie G. Biddle

Address 5 Southgate Lane - Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 1, 1993

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00

All accounts, contract rights, inventory, general intangibles, cash and noncash proceeds of the foregoing whether now in existence or hereafter acquired.

Name and address of Assignee: MARY M. ROSE, 4355400 0263 R01 T10:10, 04/14/92

MARY M. ROSE

HA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joy E. Binford (Signature of Debtor)

Joy E. Binford Comptroller Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Type or Print Above Signature on Above Line

Handwritten initials and scribbles.



FIRST AMERICAN TITLE INS. CO.  
121 ALLEGHENY AVENUE  
TOWSON, MD 21284

STATE OF MARYLAND  
COUNTY OF ANNE ARUNDEL  
UNIFORM COMMERCIAL CODE

BOOK 579 PAGE 347

286106

ORIGINAL FINANCING STATEMENT - FORM UCC-1

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date: April 10, 1992

Name and Address of Debtor:

Systems Control, Inc.  
c/o Hamilton Test Systems, Inc.  
2002 N. Forbes Boulevard  
Tucson, AZ 85745

RECORD FEE 17.00

POSTAGE .50

4355430 0263 R01 T10:27

04/14/92

Name and Address of Secured Party:

Internationale Nederlanden Bank N.V.,  
New York Branch, as Agent  
135 East 57th Street  
New York, New York 10022

MARY M. ROSE

AA CO. CIRCUIT COURT

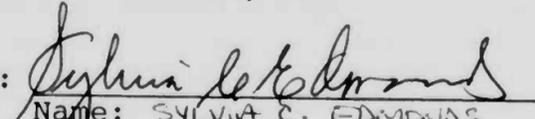
The Original Financing Statement covers the following types (or items) of property, whether now owned or hereafter acquired:

See Exhibit A attached hereto.

The recordation tax in the amount of \$9,646.<sup>00</sup> has been paid in Anne Arundel County, Maryland, in connection with the recording of a Deed of Trust.

Debtor:

SYSTEMS CONTROL, INC.

By:   
Name: SYLVIA C. EDMONDS  
Title: EXEC. VICE PRESIDENT

Return to: Internationale Nederlanden Bank N.V.,  
New York Branch, as Agent  
135 East 57th Street  
New York, New York 10022

00352014 03/31/92 23:31:32

EXHIBIT A

BOOK 579 PAGE 348

DEBTOR

SYSTEMS CONTROL, INC.  
c/o Hamilton Test Systems, Inc.  
2002 N. Forbes Boulevard  
Tucson, Arizona 85745

SECURED PARTY

INTERNATIONALE NEDERLANDEN  
BANK N.V., NEW YORK BRANCH,  
AS AGENT  
135 East 57th Street  
New York, New York 10022

(1) All of the Debtor's right, title and interest in and to the lands and premises (collectively, the "Properties") more particularly described in Schedule I hereto.

(2) All interests, estates or other claims, both in law and in equity, that the Debtor now has or may hereafter acquire in (a) the Properties, (b) all easements, rights-of-way and rights used in connection therewith or as a means of access thereto and (c) all tenements, hereditaments and appurtenances in any manner belonging, relating or appertaining thereto (all of the foregoing interests, estates and other claims being hereinafter collectively called "Easements and Rights of Way").

(3) All estate, right, title and interest of the Debtor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any streets, open or proposed, adjoining the Properties, and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection therewith (all of the foregoing estate, right, title and interest being hereinafter called "Adjacent Rights").

(4) All estate, right, title and interest of the Debtor, now owned or hereafter acquired, in and to any and all buildings and other improvements now or hereafter located on the Properties and all building materials, building equipment and fixtures of every kind and nature located on the Properties or, attached to, contained in or used in any such buildings and other improvements, and all appurtenances and additions thereto and betterments, substitutions and replacements thereof (all of the foregoing estate, right, title and interest being hereinafter collectively called, "Improvements").

(5) All estate, right, title and interest of the Debtor in and to all such tangible property owned by the Debtor (including all machinery, apparatus, equipment, fittings and articles of personal property) and now or hereafter located on or at or attached to the Properties so that an interest in such tangible property arises under applicable real estate law, and any and all products and accessions to any such property which

may exist at any time (all of the foregoing estate, right, title and interest, and products and accessions, being hereinafter called "Fixtures").

BOOK 579 PAGE 349

(6) All estate, right, title and interest of the Debtor in and to all rights, royalties and profits in connection with all minerals, oil and gas and other hydrocarbon substances on or in the Properties, development rights or credits, air rights, water, water rights (whether riparian, appropriative, or otherwise and whether or not appurtenant) and water stock (all of the foregoing estate, right, title and interest being hereinafter collectively called "Mineral and Related Rights").

(7) All rents, revenues, proceeds, issues, profits, royalties, income and other benefits derived from the Properties, the Improvements and the Fixtures, subject to the right, power and authority hereinafter given to the Debtor to collect and apply the same (all of the foregoing rents, revenues, proceeds, issues, profits, royalties, income and other benefits being hereinafter collectively called "Rents and Royalties").

(8) All estate, right, title and interest and other claim or demand that the Debtor now has or may hereafter acquire with respect to any damage to the Properties, the Improvements or the Fixtures and any and all proceeds of insurance in effect with respect to the Improvements or the Fixtures, and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the Properties, the Improvements or the Fixtures, including without limitation any awards resulting from a change of grade of streets or as the result of any other damage to the Properties, the Improvements or the Fixtures for which compensation shall be given by any governmental authority (all of the foregoing estate, right, title and interest and other claims or demand, and any such proceeds or awards, being hereinafter collectively, called "Damage Rights").

(9) All the estate, right, title, interest and other claim of the Debtor with respect to any parking facilities located other than on the Properties and used or intended to be used in connection with the operation, ownership or use of the Properties, any and all replacements and substitutions for the same, and any other parking rights, easements, covenants and other interests in parking facilities acquired by the Debtor for the use of tenants or occupants of the Improvements (all of the foregoing estate, right, title, interest and other claim being hereinafter collectively called "Parking Rights").

(10) All estate, right, title and interest of the Debtor in respect of any and all air rights, development rights, zoning rights or other similar rights or interests which benefit or are appurtenant to the Properties or the Improvements (all of the foregoing estate, right, title and interest being hereinafter collectively called "Air and Development Rights").

Schedule I

The following lands and premises located in the County of Anne Arundel, State of Maryland:

049  
846 BESTGAGE RD.  
ANNE ARUNDEL  
MARYLAND

BEGINNING for the same at an iron pin set on the northerly right of way line of Bestgate Road, 30.00 feet wide, as now laid out and existing said iron pin set marking the intersection of said northerly right of way line with the easterly or South 17 degrees 01 minutes 40 seconds East, 188.20 foot line of the aforesaid conveyance recorded in Liber 2643, at Folio 79, and running thence with said northerly right of way line (1) South 72 degrees 59 minutes 12 seconds West, 278.88 feet to a P.K. nail set marking the intersection of said northerly right of way line with the easterly right of way line of Industrial Drive, 60.00 feet wide, as now laid out and existing; thence with said easterly right of way line (2) North 16 degrees 38 minutes 58 seconds West, 313.74 feet to an iron pipe found marking the westerly end of the northerly or North 72 degrees 56 minutes 50 seconds East, 276.58 foot line of the aforesaid conveyance recorded in Liber 2672, at Folio 584; thence with said line (3) North 72 degrees 56 minutes 35 seconds East, 276.55 feet to an iron pin set marking the northerly end of the easterly or South 17 degrees 01 minute 40 seconds East, 136.25 foot line of said last mentioned conveyance; thence with said line and with part of the aforesaid easterly or South 17 degrees 01 minute 40 seconds East, 188.20 foot line of said conveyance recorded in Liber 2643, at Folio 79, (4) South 17 degrees 04 minutes 30 seconds East, 313.94 feet to the place of beginning, passing in transit an iron pipe found distant 4.46 feet from the end thereof, containing 87,155 square feet or 2.0008 acres of land.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 443

Page No. 398

Identification No. 240294

Dated November 2, 1981

1. Debtor(s) { John L. and Merrily W. Rowe  
Name or Names—Print or Type  
291 Waycross Way, Arnold, MD 21012 (A.A.Co.)  
Address—Street No., City - County State Zip Code

MAIL TO: 2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

RECORD FEE 10.00  
POSTAGE .50  
#413370 C489 R02 T12:18  
04/14/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Dated: FEB. 05 1988

Sears, Roebuck and Company  
Name of Secured Party

Signature of Secured Party

J.D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

RETURN TO  
COMMONWEALTH LAND TITLE INS. CO.  
3761 COMMERCE DRIVE, BLDG. 410  
BALTIMORE, MD 21227 (301-247-7804)

10 50  
Mail to

# 191337-A

229166

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$...45,200.00

1. Name of Debtor(s): Reliable Fasteners, Inc.  
Address: 2406 Crofton Blvd  
Crofton, MD 21114

BOOK 570 PAGE 352

286107

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~2001 Davidsonville Road~~  
~~Sherrill, Maryland 20910~~  
2001 Davidsonville Road  
Crofton, MD 21114

3. This Financing Statement covers the following types (or items) of property:  
  
SEE ATTACHED EXHIBIT "A"

RECORD FEE 11.00  
RECORD TAX 318.50  
POSTAGE .50

4. Check the statements which apply, if any, and supply the information indicated:

ADDED 0263 101 112:22  
04/14/92

MARY M. ROBE

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

GL

Debtor(s): Reliable Fasteners, inc.  
*Loyd Dean Weathers*  
Loyd Dean Weathers, President  
*Donna M. Weathers*  
Donna M. Weathers, Vice President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
*Laurie D. Appel*  
By: Laurie D. Appel, Branch Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

11  
318.50  
50

EXHIBIT "A"

FINANCING STATEMENT

BY

RELIABLE FASTENERS, INC., DEBTOR

AND

FIRST AMERICAN BANK OF MARYLAND, Secured Party

This Financing Statement covers the following types (or items) of property (the "Collateral"):

- a) All inventory of Debtor, whether now owned or hereafter acquired;
- b) All equipment of Debtor, whether now owned or hereafter acquired;
- c) All accounts of Debtor, whether now existing or hereafter arising;
- d) All other goods (including, without limitation, farm products), all fixtures, instruments, chattel paper, documents, general intangibles (including, without limitation, all patents, patent applications, copyrights, trademarks, trade secrets, trade names, customer lists, permits, licenses, franchises and the right to use Debtor's name), and all other personal property and fixtures of Debtor, whether now owned or hereafter acquired;
- e) Together with all accessions, accessories, attachments, parts, equipment, and repairs now or hereafter attached or affixed to or used in connection with any of the foregoing property, all substitutions and replacements for and products of any of the foregoing property, and proceeds of any and all of the foregoing property.

286108

This Financing Statement is presented to a Filing Officer pursuant to the Maryland Uniform Commercial Code.

Not subject to Recordation Tax  
Principal amount of debt secured is: \$139,000.00

To be recorded in:

- State Department of Assessments and Taxation  
 Land Records, Anne Arundel County, Maryland  
 Chattel Records, Anne Arundel County, Maryland

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

#### FINANCING STATEMENT

- |  |   |
|--|---|
| 1. Debtor:                               | Address:  |
| Michael K. Brady<br>Cindy A. Brady       | 2006 Aberdeen Drive<br>Crofton, MD 21114                      |
|  |   |
| 2. Secured Party:                        | Address:  |
| GREATER ATLANTIC SAVINGS<br>BANK, F.S.B. | 1401 Rockville Pike,<br>Suite 440<br>Rockville, MD 20852-9875 |
|  |   |
| 3. Trustee:                              | Address:  |
| JACK ALFANDRE                            | 1401 Rockville Pike,<br>Suite 440<br>Rockville, MD 20852-9875 |

4. This Financing Statement covers:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the

18

50

Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

(b) Any annual crops planted or cultivated by the Debtor or those claiming under the Debtor now or hereafter located upon or about the premises hereinafter described; and

(c) All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(d) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of

its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust hereinabove referenced.

8. Maturity date of the obligation, if any: as provided in the Note.

\_\_\_\_\_  
Witness as to all

Michael K. Brady (SEAL)  
MICHAEL K. BRADY

\_\_\_\_\_  
Print Name

Cindy A. Brady (SEAL)  
CINDY A. BRADY

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: CLOGG, HOLLIS & MOFFETT, 110 N. Washington Street, Suite 204, Rockville, Maryland 20850.

BRADY.FS  
10799JL

CLOGG, HOLLIS & MOFFETT  
ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
762-9300

EXHIBIT "A"

Lot numbered and lettered 2R, in the minor subdivision known as "WILLIAM D. HAGAN, SR. PROPERTY Near Gambrills", recorded among the Land Records of Anne Arundel County, Maryland in Liber 5250, folio 170, containing 2.0 acres of land more or less.

CLOGG, HOLLIS & MOFFETT  
ATTORNEYS AT LAW  
SUITE 204  
110 N. WASHINGTON STREET  
ROCKVILLE, MD 20850  
762-9300

Mail to

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR County Radio Inc. T/A

288709

Name County Car Radio

Address 7084 Furnace Branch Road, Glen Burnie, Maryland 21060

2. SECURED PARTY

Name Robert Bosch Corporation

Address 2800 South 25th Avenue

Broadview, Illinois 60153

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

A. All of Debtor's inventory supplied by Secured party including, without limitation, Bosch "Blaupunkt" brand car radios, speakers, antennas, equalizers and accessories.

Name and address of Assignee

B. Proceeds of the collateral are also covered.

NOT SUBJECT TO RECORDATION TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*James H. Gilbert Jr*  
(Signature of Debtor)

County Radio, Inc.

Type or Print Above Name on Above Line

*James H. Gilbert Jr*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*Warner Whitney*  
(Signature of Secured Party)

Robert Bosch Corporation - Warner Whitney

Type or Print Above Signature on Above Line

RECORD FEE 12.00  
POSTAGE .50  
9.4  
4115740-6191-003 11/14/85  
04/13/87  
AA CO. CIRCUIT COURT

12  
-SU



The underlying secured transaction being publicized by this Financing Statement  is  is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ \_\_\_\_\_.

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-09-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

**OLLIE'S BARGAIN OUTLET, INC.  
6040 CARLISLE PIKE  
MECHANICSBURG, PA 17055**

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name and address of Secured Party

**LEBANON VALLEY NATIONAL BANK  
555 WILLOW STREET  
P.O. BOX 1285  
LEBANON, PA 17042**

Name and address of Assignee



RECORD FEE 11.00  
POSTAGE .50  
#413810 C489 R02 T10:43  
04/15/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Date of maturity, if any

Check if proceeds/products of collateral are covered

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**See Attached Exhibit to UCC Financing Statement dated April 9, 1992.**

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 already subject to a security interest in the state of PENNSYLVANIA when it was brought into this state or when the debtor's location was changed to this state, or  
 which is proceeds of the original collateral described above in which a security interest was perfected.

**OLLIE'S BARGAIN OUTLET, INC.**

*Morton G. Bernstein - Pres*

By: **MORTON G. BERNSTEIN, PRESIDENT**

Signature of Debtor

**LEBANON VALLEY NATIONAL BANK**

*[Signature]*

Signature of Secured Party

1100  
30

EXHIBIT TO UCC FINANCING STATEMENT

April 9, 1992

DEBTOR:

OLLIE'S BARGAIN OUTLET, INC.

BOOK 579 PAGE 360

MAILING ADDRESS

6040 CARLISLE PIKE, MECHANICSBURG, PA 17055

COLLATERAL DESCRIPTION:

ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION AND WHEREVER LOCATED, INCLUDING, BUT NOT LIMITED TO ALL EQUIPMENT, INVENTORY, CASH, ACCOUNTS RECEIVABLE, FURNITURE, FIXTURES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND INCLUDING THE PRODUCTS AND PROCEEDS THEREOF.; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

This Exhibit is executed on the same date as the UCC Financing Statement by LEBANON VALLEY NATIONAL BANK and the undersigned.

LEBANON VALLEY NATIONAL BANK

Morton G. Benzel - Treas.  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party (ies)

The underlying secured transaction being publicized by this Financing Statement  is  is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ \_\_\_\_\_.

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS  YES  NO

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 04-01-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

RTA FURNITURE DISTRIBUTORS, INC.  
6040 CARLISLE PIKE  
MECHANICSBURG, PA 17055

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00

Name and address of Secured Party

LEBANON VALLEY NATIONAL BANK  
555 WILLOW STREET  
P.O. BOX 1285  
LEBANON, PA 17042

Name and address of Assignee

POSTAGE .50

G.L. #413820 C489 R02 T10:44  
04/15/92

MARY M. ROSE

Date of maturity, if any

Check if proceeds/products of collateral are covered

MD CO. CIRCUIT COURT

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

See Attached Exhibit to UCC Financing Statement dated April 1, 1992.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- already subject to a security interest in the state of PENNSYLVANIA when it was brought into this state or when the debtor's location was changed to this state, or
- which is proceeds of the original collateral described above in which a security interest was perfected.

RTA FURNITURE DISTRIBUTORS, INC.

LEBANON VALLEY NATIONAL BANK

By: MORTON G. BERNSTEIN, PRESIDENT

Signature of Debtor

Signature of Secured Party

11/00  
30

EXHIBIT TO UCC FINANCING STATEMENT

April 1, 1992

DEBTOR:

RTA FURNITURE DISTRIBUTORS, INC.

MAILING ADDRESS

6040 CARLISLE PIKE, MECHANICSBURG, PA 17055

BOOK 579 PAGE 362

COLLATERAL DESCRIPTION:

ALL PRESENT AND HEREAFTER ACQUIRED PERSONAL PROPERTY OF EVERY KIND AND DESCRIPTION AND WHEREVER LOCATED, INCLUDING, BUT NOT LIMITED TO ALL EQUIPMENT, INVENTORY, CASH, ACCOUNTS RECEIVABLE, FURNITURE, FIXTURES, CONTRACT RIGHTS, GENERAL INTANGIBLES AND INCLUDING THE PRODUCTS AND PROCEEDS THEREOF.; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

This Exhibit is executed on the same date as the UCC Financing Statement by LEBANON VALLEY NATIONAL BANK and the undersigned.

*Morton J. Secor, Inc.*

Signature(s) of Debtor(s)

LEBANON VALLEY NATIONAL BANK

By: *[Signature]*

Signature(s) of Secured Party (ies)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 363  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE LANDSCAPE CONTRACTORS, INC  
Address 278 Pinewood Rd MILLERSVILLE, MD 21108

286112

2. SECURED PARTY

Name N. J. Richardson + Sons, Inc.  
Address 6400 Windsor Mill Rd, Baltimore, Md 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

- 1) NEW KUBOTA F2200 TRACTOR  
S/N: 10183
- 1 NEW KUBOTA R660-F221 MOWER  
S/N: 10371

Name and address of Assignee  
KUBOTA CREDIT CORPORATION, U.S.A.  
1025 Northbrook Parkway  
Suwanee, Georgia 30174

54900-736437

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 12.00  
POSTAGE .50  
#413830 C489 R02 T10:45  
04/15/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

CHESAPEAKE LANDSCAPE CONTRACTORS, INC.  
Adam S. Polikoff (PRESIDENT)  
(Signature of Debtor)  
Adam S. Polikoff (PRES)  
Type or Print Above Name on Above Line  
Adam S. Polikoff  
(Signature of Debtor)  
Adam S. Polikoff  
Type or Print Above Signature on Above Line

N. J. Richardson + Sons, Inc.  
N. J. Richardson Jr. V.P.  
(Signature of Secured Party)  
N. J. Richardson, Jr. V.P.  
Type or Print Above Signature on Above Line

1200  
286

INDEMNITY FINANCING STATEMENT

286113

- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Not subject to Recordation Tax.

RECORD FEE 11.00  
 POSTAGE .50  
 #414390 C489 R02 T15:08  
 04/15/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT



**DEBTOR:**  
 BLUE CHANNEL INN, INC.  
 a Maryland corporation

**ADDRESS:**  
 1258-60 Bay Dale Drive  
 Arnold, Maryland 21012

**SECURED PARTY:**  
 FARMERS NATIONAL BANK  
 OF MARYLAND

**ADDRESS:**  
 Five Church Circle  
 Annapolis, Maryland 21401

**WHEREAS**, BLUE CHANNEL INN, INC., has executed a Loan Guaranty, whereby the Debtor directly guarantees to the Secured Party, the punctual payment of any and all existing and future indebtedness of Madsen & Salton Enterprises, Inc, the Borrower; and

**WHEREAS**, the Secured Party is willing to make loans to the Borrower, provided that this Indemnity Financing Statement is given as security for the Guaranty.

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor. All or a portion of the Debtor's equipment and fixtures may be affixed to certain real property known as 1258-60 Bay Dale Drive, Arnold, Maryland.

LAW OFFICES  
 SNIDER, BUCK &  
 MIGDAL  
 CHARTERED  
 P.O. BOX 2400  
 ANNAPOLIS, MD 21404

(410) 263-8855

W Borrower's Initials  
 \_\_\_\_\_ Borrower's Initials

FN001-796

DEBTOR:

BLUE CHANNEL INN, INC.,  
a Maryland corporation

BOOK 579 PAGE 305

BY: [Signature] (SEAL)  
KEITH J. MADSEN, President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,  
a national banking association

BY: [Signature] (SEAL)  
RUSSELL R. TILL  
Title: VICEL PRESIDENT

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL  
Attention: Donna Selby  
P.O. Box 2400  
Annapolis, Maryland 21401 \_\_\_\_\_

Mail to \_\_\_\_\_

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404  
\_\_\_\_\_  
(410) 263-8865

- 2 -

\_\_\_\_\_  
Borrower's Initials  
\_\_\_\_\_  
Borrower's Initials

286114

INDEMNITY FINANCING STATEMENT

- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Not subject to Recordation Tax.

RECORD FEE 11.00  
 POSTAGE .50  
 #414400 C489 R02 T15:08  
 04/15/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

**DEBTOR:**  
 DEEP CREEK RESTAURANT, INC.  
 a Maryland corporation

**ADDRESS:**  
 1050 Deep Creek Road  
 Arnold, Maryland 21012

**SECURED PARTY:**  
 FARMERS NATIONAL BANK  
 OF MARYLAND

**ADDRESS:**  
 Five Church Circle  
 Annapolis, Maryland 21401

**WHEREAS**, DEEP CREEK RESTAURANT, INC., has executed a Loan Guaranty, whereby the Debtor directly guarantees to the Secured Party, the punctual payment of any and all existing and future indebtedness of Madsen & Salton Enterprises, Inc, the Borrower; and

**WHEREAS**, the Secured Party is willing to make loans to the Borrower, provided that this Indemnity Financing Statement is given as security for the Guaranty.

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor. All or a portion of the Debtor's equipment and fixtures may be affixed to the real property known as 1050 Deep Creek Avenue, Arnold, Maryland.

LAW OFFICES  
 SNIDER, BUCK &  
 MIGDAL  
 CHARTERED  
 P.O. BOX 2400  
 ANNAPOLIS, MD 21404  
 (410) 263-8855

*Cam* Borrower's Initials

11/3

FN001.796

DEBTOR:

DEEP CREEK RESTAURANT, INC.  
a Maryland corporation

BY: Cynthia A. Madsen (SEAL)  
CYNTHIA A. MADSEN, President

SECURED PARTY:

FARMERS NATIONAL BANK OF MARYLAND,  
a national banking association

BY: William A. Walker (SEAL)  
WILLIAM A. WALKER  
Title: VICE PRESIDENT

Mr. Clerk:

Please return to:

SNIDER, BUCK & MIGDAL  
Attention: Donna Selby  
P.O. Box 2400  
Annapolis, Maryland 21401

Mail to \_\_\_\_\_

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(410) 263-8855

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated March 1, 1989 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Woodstove Johnny's of Severna Park, Inc.

Address 417 Ritchie Highway, Severna Park, Maryland 21146

2. SECURED PARTY

Name Michael A. Lanasa

Address 229 Edridge Drive

Catonsville, Maryland 21228

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_ RECORD FEE 11.00

4. This financing statement covers the following types (or items) of property: (list) POSTAGE .50

All inventory, accounts receivable, furniture, fixtures, equipment and all other tangible or intangible assets of the Debtor.

04/15/92

MARY M. ROSE

AA CO. CIRCUIT COURT



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

417 Ritchie Highway, Severna Park, Maryland 21146

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Gilbert Mason*  
(Signature of Debtor)

Gilbert Mason  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Michael Lanasa*  
(Signature of Secured Party)

Michael Lanasa  
Type or Print Above Signature on Above Line

115  
50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
GARY AND ANGIE SMALLWOOD  
1807 NORFOLK Rd.  
GLEN BURNIE, MD 21061

2. Secured Party(ies) and address(es)  
B-DEY SYSTEMS OF BAL., INC.  
7609 ENCLAVE PKWY.  
Suite 901  
BALTIMORE, MD 21226

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
#756740 D263 R01 T13:35

4. This financing statement covers the following types (or items) of property:

BASEMENT WATERPROOFING

5. Assignee(s) of Secured Party and Address(es)

CHRYSLER MARY H. ROSE  
P.O. Box 12510  
7 FORT...  
BALTIMORE, MD 21211

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented

Filed with:

X Gary D Smallwood Jr  
X Angela Smallwood  
Signature(s) of Debtor(s)

B-DEY SYSTEMS OF BAL., INC.  
By Joseph B Antonelli, Pres.  
Signature(s) of Secured Party(ies)

286177

The underlying secured transaction being publicized by this Financing Statement  is  is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ \_\_\_\_\_.

**MARYLAND FINANCING STATEMENT FORM**  
TO BE RECORDED IN LAND RECORDS  YES  NO  
STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

This Financing Statement dated 3/30/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:  
  
PATCO DISTRIBUTORS, Inc.  
P.O. Box 946, 10 N. Taylor Ave.  
Annapolls, MD 21401

Check the box indicating the kind of statement.  
Check only one box.  
 ORIGINAL FINANCING STATEMENT  
 CONTINUATION ORIGINAL STILL EFFECTIVE  
 AMENDMENT  
 ASSIGNMENT  
 PARTIAL RELEASE OF COLLATERAL  
 TERMINATION

Name and address of Secured Party  
Bank of Maryland  
2661 Riva Road, Building 700  
Annapolls, MD 21401

Name and address of Assignee

RECORD FEE 11.00  
POSTAGE .50  
94 4754830 0263 R01 113:45

Date of maturity, if any

Check if proceeds/products of collateral are covered ( X )

04/15/92

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cul, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

Specific automobile(s) purchased for conversion to limousines or hearses, as follows: 1992 Cadillac Brougham 1G6DW5476NR707596; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).

MD CO. CIRCUIT COURT

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state or when the debtor's location was changed to this state, or  
 which is proceeds of the original collateral described above in which a security interest was perfected.

PATCO DISTRIBUTORS, Inc.  
By: J. Patrick Henry President  
Signature of Debtor

Bank of Maryland  
Scott B. Brown, VP  
Signature of Secured Party

1159

A.A

BOOK 579 PAGE 371

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 558

Page No. 19

Identification No. 281380

Dated 7/5/90

1. Debtor(s) { MW Enterprises  
Name or Names—Print or Type  
7971 Dorsey Run Rd Jessup MD 20794  
Address—Street No., City - County State Zip Code

2. Secured Party { HARBOR LEASING ASSOCIATES  
Name or Names—Print or Type  
701 Cathedral Street Baltimore, MD 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>TERMINATION</b></p>

RECORD FEE 10.00  
POSTAGE .50  
#281380 0263 R01 T13:50  
04/15/92

MARY N. ROSE  
AA CO. CIRCUIT COURT



Dated: March 26, 1992

HARBOR LEASING ASSOCIATES  
Name of Secured Party

[Signature]  
Signature of Secured Party

Mark M. Coulter, President  
Type or Print (Include Title if Company)

Lucas Brill Form 7-1

105

STATE OF MARYLAND

BOOK 579 PAGE 372

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ None

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name NINE WEST GROUP INC. See Exhibit A For Tradenames  
9 West Broad Street, Stamford, CT 06902  
Address \_\_\_\_\_

286118

2. SECURED PARTY

Name NATWEST USA CREDIT CORP.  
175 Water Street, New York, NY 10038  
Address \_\_\_\_\_

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

See Exhibit A for Tradenames  
See Exhibit B attached hereto and made a part hereof for description of collateral.

Name and address of Assignee

Filed with: Anne Arundel County, MD

LOCAL ADDRESS: 7900 RITCHIE HIGHWAY, GLEN BURNIE, MD 21060

RECORD FEE 17.00

POSTAGE .50

GL

4357070 0263 R01 T14:47

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

04/15/92

MARY M. ROSE

AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RICHARD L. WHITE EXECUTIVE VICE PRESIDENT

*Richard L. White*  
(Signature of Debtor)  
NINE WEST GROUP INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

THERESA MEHERN ASSISTANT TREASURER

*Theresa Mehern AT*  
(Signature of Secured Party)

NATWEST USA CREDIT CORP.

Type or Print Above Signature on Above Line

MARYLAND CODE COMMISSION

EXHIBIT A

BOOK 579 PAGE 373

Trade names

9 West  
9 West and Co.  
9 West Corp.  
9 West Shoes  
9 West Shoes of Dadeland  
9 West Shoes of Chicago  
9 West Shoes of Copley Place  
9 West Shoes of White Plains  
9 West Co.  
TREGO  
9 West Sport  
Take 2  
Snap!  
Topazio  
Westies  
Calico  
Enzo Angiolini  
9 West by Stephane Kelian

Exhibit B to UCC-1 Financing Statement

The Collateral shall include the following:

BOOK 579 PAGE 374

(a) (i) all raw materials, work in process, finished goods and inventory of Debtor of whatsoever kind or nature (including, without limitation, both wholesale and retail inventory) and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by Debtor; (ii) all machinery, tools, dies, jigs, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired by Debtor; and (iii) all books, records and other property relating to the foregoing;

(b) (i) all of Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, as such terms are defined in the Uniform Commercial Code ("UCC"), including (without limitation) all present and future choses in action and reversionary interests in property rights of Debtor, and all obligations for the payment of money arising out of Debtor's sale of goods or rendition of services (all of the foregoing, collectively, "Accounts"); (ii) all of Debtor's rights, remedies, security and liens in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any debtor or obligor in any way obligated on or in connection with any Account, and credit and other insurance; (iii) all of Debtor's right, title, and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (iv) all of Debtor's deposit accounts, as such term is defined in the UCC; (v) all books, records, ledger cards, computer programs and other property and general intangibles at any time evidencing or relating to the Accounts; and (vi) all of Debtor's other general intangibles of every kind and description, whether now existing or hereafter arising, including (without limitation) trademarks, tradenames, tradestyles, service marks, patents, copyrights, Federal, State and local tax refund claims of all kinds and

Debtor's right, title and interest in and to, and benefit under, the Guaranty Letter, dated August 31, 1989, by J. Wayne Weaver in favor of Debtor and certain affiliates of Debtor;

BOOK 379 PAGE 375

(c) any and all moneys, securities, drafts, notes, items and other property of Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party from or for Debtor, whether for safekeeping, custody, pledge, transmission or otherwise, and any and all balances, sums, proceeds and credits of Debtor with, and any and all claims of Debtor against Secured Party, at any time existing; and

(d) any and all products and proceeds of any of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by Debtor against third parties for loss or damage to or destruction of any or all of the foregoing property, and any claims by Debtor against third parties for infringement of trademarks, patents or copyrights).

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 5904.00

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Barry R. Nathanson, M.D.  
Address 2200 Defense Highway, Suite 103, Crofton, MD 21114

286119 RECORD FEE 11.00  
RECORD TAX 42.00  
POSTAGE .50  
#414530 C489 R02 T15:27  
04/15/92  
MARY H. ROSE  
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name OLYMPUS CORPORATION  
Address 4 Nevada Drive  
Lake Success, NY 11042  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

79

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) OSF2 Sigmoidoscope (1) CLk4 Light Source and all substitutions, replacements, additions, attachments and accessories thereto and proceeds thereof, now owned or hereafter acquired

Name and address of Assignee

1014897-3 13059

6216953-002

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate) Anne Arundel Co. MD.

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

RETURN TO:  
LEVIS® DOCUMENT SERVICES  
Box 2969  
Springfield, Illinois 62708

*Barry R. Nathanson M.D.*  
(Signature of Debtor)  
BARRY R. NATHANSON, M.D. OWNER  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*John Tabone*  
(Signature of Secured Party)  
OLYMPUS CORPORATION  
Type or Print Above Signature on Above Line  
JOHN TABONE DIRECTOR

114200

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Elliott & Frantz, Inc.  
Address 450 East Church Road King of Prussia, PA 19406

286120 RECORD FEE 11.00  
POSTAGE .50  
#014540 C489 R02 T15:28  
04/15/92

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.  
Address 1180 W. Swedesford Road Berwyn, PA 19312

MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

CIT

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Gradall Model G3MD Hydraulic Excavators S/N's 0132294 and 0137294;  
~~Two (2) Gradall model G660E Hydraulic Excavators S/N's 0166445 and 0162446;~~  
all the above complete with all related parts, attachments and accessories.

XXXXXXXXXXXXXXXXXXXXX Equipment Location:  
Route 9 - Oakridge Place  
Hagerstown, MD 21740

60049-00001

Anne Arundel Co, MD

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1014768-6 18414 GH

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

(Signature of Debtor)

Elliott & Frantz, Inc.  
Type or Print Above Name on Above Line

(Signature of Debtor)

James Elliott (Pres.)  
Type or Print Above Signature on Above Line

Megan Reilly (agent)  
(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.  
Type or Print Above Signature on Above Line

RETURN TO:  
EXIS @ DOCUMENT SERVICES  
PO Box 2959  
Springfield, Illinois 62709

1103

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here.

No Recordation Tax. Wholesale Security Agreement.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

286121

RECORD FEE 11.00  
POSTAGE .50  
#414550 C489 R02 T15:28  
04/15/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

1. DEBTOR

Name Elliott & Frantz, Inc.  
Address 450 East Church Road King of Prussia, PA 19406

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc.  
Address 1180 W. Swedesford Road Berwyn, PA 19312

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Gradall Model G660E Hydraulic Excavator S/N 0166446 complete with all related parts, attachments and accessories.

XXXXXXXXXXXXXXXXXXXX  
Equipment Location  
Route 9 - Oakridge Place  
Hagerstown, MD 21740

60049 00002

Anne Arundel Co, MD

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1014968-12 18414 GH

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*[Handwritten Signature]*

(Signature of Debtor)

Elliott & Frantz, Inc.

Type or Print Above Name on Above Line

JAMES ELLIOTT

(Signature of Debtor)

*[Handwritten Signature: Megan Reilly (agent)]*

(Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

RETURN TO:  
LEXIS © DOCUMENT SERVICES  
P.O. Box 2969  
Springfield, Illinois 62708

11/20/92

1150

FINANCING STATEMENT

BOOK 579 PAGE 379

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_  
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

286122

RECORD FEE 11.00

POSTAGE .50

5. Debtor(s) Name(s): Caliber Masonry, Inc.  
Address(es): 306 Ryan Road  
Glen Burnie, Maryland 21061

#414560 C489 R02 T15:29

04/15/92

MARY M. ROSE  
AA CO. CIRCUIT COURT

G.L.

6. Secured Party: MARYLAND NATIONAL BANK  
Attention: LDRU 250603  
Address: 100 South Charles Street  
Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors: Caliber Masonry, Inc.  
By: X Richard M. Antlitz (Seal)  
Richard M. Antlitz, President

Return To:  
LSU Team 1 Mailstop 250624  
Maryland National Bank (Seal)  
100 S. Charles Street  
Baltimore, MD 21201 (Seal)

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)  
\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

1150

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDAL COUNTY  
STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. 256682 485 268  
5/7/85

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.

CORMAN CONSTRUCTION, INC.  
700 T. STREET, NC  
WASHINGTON, DC 20018

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION - ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 10.00

POSTAGE .50

#415140 C489 R02 T12:59

04/16/92

MARY M. ROSE

AA CO. CIRCUIT COURT

Name & address of Secured Party

ASSOCIATES COMMERCIAL CORPORATION  
1604 SANTA ROSA RD., SUITE 137  
RICHMOND, VA 23288

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered  
( )

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

ASSOCIATES COMMERCIAL CORPORATION

Signature of Secured Party if applicable (Date)

**STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

This statement refers to original financing statement, identifying FILE NO. 258399

RECORDED IN LIBER 489 FOLIO 408 ON 9/10/85 (DATE)

1. Debtor's name and address:  
Corman Construction, Inc.  
8111 Annapolis Junction Road  
Jessup, MD 20794-0160

2. Secured party's name and address:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22042

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

RECORD FEE 10.00  
 POSTAGE .50  
 #415150 C489 R02 T12:59  
 04/16/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT



First Virginia Commercial Corporation (Bank)

Dated 3/26/92

By *[Signature]*  
Harold V. Dellinger, II  
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

STATE OF MARYLAND

BOOK 570 PAGE 382

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261942

RECORDED IN LIBER 498 FOLIO 237 ON 5-22-1986 (DATE)

1. DEBTOR

Name Corman Construction, Inc.

Address 8111 Annapolis Junction Road Jessup, MD. 20794

2. SECURED PARTY

Name L.B. Smith, Inc.

Address P.O. Box 8658 Baltimore, MD. 21240

RECORD FEE 10.00  
POSTAGE .50  
#415160 C489 R02 T13:00  
04/16/92

MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>One (1) Terex 82-50 Crawler s/n 64954 w/blade &amp; ripper</p>	

Dated 3/20/92

Bruce H. Dean  
(Signature of Secured Party)  
Business Manager  
Bruce H. Dean L.B. Smith, Inc.  
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 579 pg 383

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261944

RECORDED IN <sup>478</sup> LIBER 488 FOLIO 240 ON 5-22-86 (DATE)

1. DEBTOR

Name Corman Construction Co.

Address 8111 Annapolis Junction Road Jessup, MD. 20794

2. SECURED PARTY

Name L.P. Smith, Inc.

Address P.O. Box 8658 Baltimore, MD. 21240

RECORD FEE 10.00  
POSTAGE .50  
#415170 C489 R02 T13:00  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>One (1) Terex TS14B Scraper s/n 72813 One (1) Terex TS14B Scraper s/n 72722 One (1) Terex TS14B Scraper s/n 73008</p>	

Dated 3/20/92

Bruce H. Dean  
(Signature of Secured Party)  
Bruce H. Dean L.B. Smith, Inc.  
Business Manager  
Type or Print Above Name on Above Line

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements. 258436 489 461  
9/17/85  
Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.  
CORMAN CONSTRUCTION, INC.  
700 T. STREET, NC  
WASHINGTON, DC 20018

Check the box indicating the kind of statement. Check only one box.  
 ORIGINAL FINANCING STATEMENT  
 CONTINUATION - ORIGINAL STILL EFFECTIVE  
 AMENDMENT  
 ASSIGNMENT  
 PARTIAL RELEASE OF COLLATERAL  
 TERMINATION

RECORD FEE 10.00  
POSTAGE .50  
#415180 C489 R02 T13:00  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Name & address of Secured Party  
ASSOCIATES COMMERCIAL CORPORATION  
1604 SANTA ROSA RD., SUITE 137  
RICHMOND, VA 23288

Name & address of Assignee  
MAY 19 1992  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Date of maturity if less than five years

Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)

ASSOCIATES COMMERCIAL CORPORATION  
Signature of Secured Party if applicable (Date)  
*[Handwritten Signature]*

STATE OF MARYLAND

BOOK 579 PAGE 385

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 264800

RECORDED IN LIBER 505 FOLIO 182 ON 11-24-1986 (DATE)

1. DEBTOR

Name Corman Construction

Address P.O. Box 160 - 8111 Annapolis Junction Road Jessup, MD. 20794

2. SECURED PARTY

Name L.B. Smith, Inc.

Address P.O. Box 8658 Baltimore, MD. 21240

RECORD FEE 10.00  
POSTAGE .50  
#415190 C489 R02 T13:01  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>One (1) Terex 82-50 s/n 64954</p>	

Dated 3/20/92

Bruce H. Dean  
(Signature of Secured Party)  
Business Manager  
Bruce H. Dean L.B. Smith, Inc.  
Type or Print Above Name on Above Line

BOOK 579 PAGE 386

**STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.**

This statement refers to original financing statement, identifying FILE NO. 270856

RECORDED IN LIBER 520 FOLIO 477 ON 12/8/87 (DATE)

1. Debtor's name and address:

Corman Construction, Inc.  
8111 Annapolis Junction Road  
Jessup, MD 20794-0160

2. Secured party's name and address:

First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22042

3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

RECORD FEE 10.00  
 POSTAGE .50  
 #415200 C489 R02 T13:01  
 04/16/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

First Virginia Commercial Corporation (Bank)

Dated 3/26/92

By *[Signature]*  
Harold V. Dellinger, II  
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO ( ) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

ANNE ARUNDEL COUNTY  
STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.	271067 521 340 12/21/87
--	----------------------------

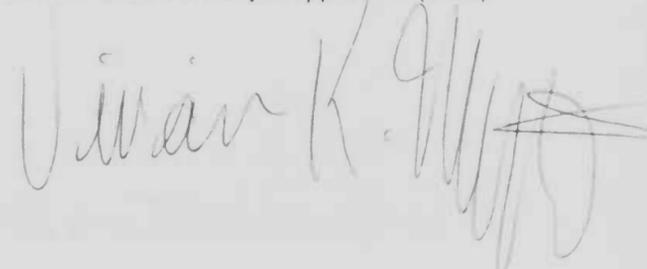
Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other name will be indexed.  CORMAN CONSTRUCTION, INC. 8111 ANNAPOLIS JUNCTION ROAD JESSUP, MD 20794	Check the box indicating the kind of statement. Check only one box.  <input type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION - ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input checked="" type="checkbox"/> TERMINATION
Name & address of Secured Party ASSOCIATES COMMERCIAL CORPORATION 8002 DISCOVERY DRIVE #420 RICHMOND, VA 22288	Name & address of Assignee MARY M. ROSE AA CO. CIRCUIT COURT RECORD FEE 10.00 POSTAGE .50 #415210 C489 R02 T13:02 04/16/92
Date of maturity if less than five years	Check if proceeds of collateral are covered ( )

Description of collateral covered by original financing statement

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

Signature of Debtor if applicable (Date)	ASSOCIATES COMMERCIAL CORPORATION
_____	Signature of Secured Party if applicable (Date) 

STATE OF MARYLAND

BOOK 579 PAGE 388

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. XY 272337

RECORDED IN LIBER 525 FOLIO \_\_\_\_\_ ON 4-5-1988 (DATE)

1. DEBTOR

Name Corman Construction Co.

Address 8111 Annapolis Junction Road Jessup, MD. 20794

2. SECURED PARTY

Name L.B. Smith, Inc.

Address P.O. Box 8658 Baltimore, MD. 21240

RECORD FEE 10.00  
POSTAGE .50  
#415220 0489 R02 T13:02  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Four (4) Terex Tsl4B Scrapers s/n HS21207, HS21211, HS21222, and HS21238</p>	

79

Dated

3/20/92

*Bruce H. Dean*

(Signature of Secured Party)

Business Manager

Bruce H. Dean J.B. Smith, Inc.

Type or Print Above Name on Above Line

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 272559

RECORDED IN LIBER 526 FOLIO 160 ON 4/27/88 (DATE)

1. Debtor's name and address:

Corman Construction, Inc.  
8111 Annapolis Junction Road  
Jessup, MD 20794-0160

2. Secured party's name and address:

First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22042

3. Person and address to whom statement is to be returned if different from above:

RECORD FEE 10.00  
POSTAGE .50  
#415230 C489 R02 T13:02  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

4. Maturity date of obligation, if any:

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

Q.L.

First Virginia Commercial Corporation (Bank)

Dated 3/09/92

By *[Signature]*  
Harold V. Dellinger, II  
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

BOOK 579 PAGE 390

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 272 810

RECORDED IN LIBER 526 FOLIO 599 ON 5/16/88 (DATE)

- 1. Debtor's name and address:  
Corman Construction, Inc.  
8111 Annapolis Junction Road, P.O. Box 160  
Jessup, MD 20794-0160
- 2. Secured party's name and address:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22042
- 3. Person and address to whom statement is to be returned if different from above:

RECORD FEE 10.00  
 POSTAGE .50  
 H415240 C489 R02 T13:03  
 04/16/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

- 4. Maturity date of obligation, if any: \_\_\_\_\_
- 5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

91

First Virginia Commercial Corporation (Bank)

Dated 3/19/92

By Harold V. Dellinger, II Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

BOOK 579 PAGE 391

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 273370

RECORDED IN LIBER 528 FOLIO 464 ON 6/21/88 (DATE)

- 1. Debtor's name and address:  
Corman Construction, Inc.  
8111 Annapolis Junction Road, P.O. Box 160  
Jessup, MD 20794-0160
- 2. Secured party's name and address:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22042
- 3. Person and address to whom statement is to be returned if different from above:

RECORD FEE 10.00  
 POSTAGE .50  
 #415250 C489 R02 T13:03  
 04/16/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

- 4. Maturity date of obligation, if any
- 5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

First Virginia Commercial Corporation (Bank)  
 By *[Signature]*  
 Harold V. Dellinger, II  
 Vice President  
TYPE NAME AND TITLE

Dated 3/19/92

All Information Must Be Typewritten or Printed in Ink

BOOK 579 PAGE 392

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 273514

RECORDED IN LIBER 529 FOLIO 29 ON 6/29/88 (DATE)

- 1. Debtor's name and address:  
Corman Construction, Inc.  
8111 Annapolis Junction Rd., Box 160  
Jessup, MD 20794-0160
- 2. Secured party's name and address:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard, Falls Church, VA 22042
- 3. Person and address to whom statement is to be returned if different from above:

4. Maturity date of obligation, if any

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

RECORD FEE 10.00  
POSTAGE .50  
#415260 C489 R02 T13:04  
04/16/92



MARY M. ROSE  
AA CO. CIRCUIT COURT

First Virginia Commercial Corporation (Bank)

Dated 3/19/92

By *[Signature]*  
Harold V. Dellinger, II  
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

STATE OF MARYLAND

Anne Arundel County  
C-02-06251

BOOK 579 PAGE 393

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 275568

RECORDED IN LIBER 535 FOLIO 160 ON 12/5/88 (DATE)

1. DEBTOR

Name Corman Construction, Inc.  
Address 12001 Guilford Road Jessup, MD 20794

RECORD FEE 10.00  
POSTAGE .50  
#415270-C489 R02 T13:04  
04/16/92  
MARY H. ROSE  
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name First Interstate Credit Alliance, Inc.  
Address Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> XXX</p> <p>(Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>

RECEIVED  
92 FEB 27 AM 11 45  
STATE DEPT. OF  
ASSESSMENTS & TAXATION

First Interstate Credit Alliance, Inc.

Dated \_\_\_\_\_

*Frankie Tetlow*

(Signature of Secured Party)

FRANKIE TETLOW, ASST. OPER. MGR.

Type or Print Above Name on Above Line

BOOK 573 PAGE 394

STATEMENT OF CONTINUATION, TERMINATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

This statement refers to original financing statement, identifying FILE NO. 276082

RECORDED IN LIBER 536 FOLIO 600 ON 1/18/89 (DATE)

1. Debtor's name and address:  
Corman Construction, Inc.  
12001 Guilford Road  
Jessup, MD 29794-0160

2. Secured party's name and address:  
First Virginia Commercial Corporation  
6400 Arlington Boulevard  
Falls Church, VA 22042

3. Person and address to whom statement is to be returned if different from above:

RECORD FEE 10.00  
POSTAGE .50  
#415280 C489 R02 T13:04  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

4. Maturity date of obligation, if any

5. Statement of:

- Continuation. The original financing statement between the foregoing Debtor and Secured Party, referred to above, is still effective.
- Terminations. The secured party certifies that he no longer claims a security interest under the financing statement referred to above.
- Partial Release. From the collateral described in the financing statement referred to above, the Secured Party releases the following: (list below)
- Assignment. The Secured Party certifies that he has assigned to the Assignee (whose name and address is shown below), his rights under the financing statement referred to above in the following property:
- Other:

G.L.

First Virginia Commercial Corporation (Bank)

Dated March 19, 1992

By Harold V. Dellinger, II  
Vice President

TYPE NAME AND TITLE

All Information Must Be Typewritten or Printed in Ink

STATE OF MARYLAND

BOOK 579 PAGE 305

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 276531  
BOOK PAGE  
RECORDED IN ~~BOOK~~ 538 ~~PAGE~~ 432 ON March 08, 1989 (DATE)

1. DEBTOR

Name CORMAN CONSTRUCTION, INC.  
Address 8111 Annapolis Junction Rd., Jessup, MD 20794

RECORD FEE 10.00  
POSTAGE .50  
#415290 C489 R02 T13:05  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

2. SECURED PARTY

Name STATE EQUIPMENT, DIV. SECORP NATIONAL, INC.  
Address 1400 Joh Avenue, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> XXX (Indicate whether amendment, termination, etc.)</p> <p>TERMINATION</p>
	<p>One (1) Dresser Model TD20G SN: 35043</p>	

Dated March 27, 1992

Roy Neal  
(Signature of Secured Party)

Roy Neal - V.P. Sales  
Type or Print Above Name on Above Line

Dated March 20, 1992

Donald W. Williams  
(Signature of Secured Party)

Donald W. Williams  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 278385

RECORDED IN LIBER 545 FOLIO 278 ON 8-29-89 (DATE)

1. DEBTOR

Name Corman Construction  
Address 12001 Guilford Road Annapolis, Maryland 20701

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.  
Address P. O. Box 37  
Waldorf, Maryland 20604-0037

RECORD FEE 10.00  
POSTAGE .50  
#415300 C489 R02 T13:05  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>Termination</u> (Indicate whether amendment, termination, etc.)</p>
<p>1 New John Deere 710C Loader Backhoe, S/N 759550</p>	

Dated March 20, 1992

Donald W. Williams  
(Signature of Secured Party)

Donald W. Williams  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 279112

RECORDED IN LIBER 548 FOLIO 097 ON 11/09/89 (DATE)

1. DEBTOR

Name Corman Construction

Address 12001 Guilford Road Annapolis Junction MD 20701

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.

Address P. O. Box 37

Waldorf, Maryland 20604-0037

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
#415310 C489 R02 T13:06  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>1 New John Deere 450G Crawler Loader, S/N 756221</p>	

GL

Dated 3-20-92

Donald W. Williams  
(Signature of Secured Party)

Donald W. Williams  
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 579 PAGE 398

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284531

RECORDED IN ~~BOOK~~ 572 ~~PAGE~~ 132 ON 9/10/91 (DATE)

1. DEBTOR

Name CORMAN CONSTRUCTION

Address 12002 Guilford Rd., Annapolis Junction, MD 20701

2. SECURED PARTY

Name FURNIVAL/STATE MACHINERY COMPANY

Address 1400 Joh Avenue, Baltimore, MD 21227

RECORD FEE 10.00  
POSTAGE .50  
#415320 C489 R02 T13:06  
04/16/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:  XXX  
(Indicate whether amendment, termination, etc.)

TERMINATION

One Komatsu PC05-5 Hydraulic Excavator  
Serial # 11005

Dated March 27, 1992

*Roy Neal*

(Signature of Secured Party)

Roy Neal, V.P. Sales

Type or Print Above Name on Above Line

FINANCING STATEMENT

Not subject to recordation tax

1. Name of Debtor(s): Cereal Technologies Jersey, Ltd.  
Address: 412 Headquarter Drive, Suite 6  
Millersville, Maryland 21108

2. Name of Secured Party: Annapolis Banking & Trust Company  
Address: P.O. Box 311  
Annapolis, Maryland 21404

3. Name of Assignee: Annapolis Banking & Trust Co.  
Address: Annapolis, Maryland

RECORD FEE 11.00



POSTAGE .50

4360140 0263 R01 T14315

04/16/92

4. This Financing Statement covers the following types (or items) of property:  
All accounts receivable; now or hereafter created

MARY M. ROSE

5. (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street or block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)

33 CO. CIRCUIT COURT

The above-described goods are affixed or to be affixed to:

Debtor(s):

Cereal Technologies Jersey, Ltd.

*[Handwritten signature]*

*[Handwritten signature]*

Secured Party:

Annapolis Banking & Trust Company  
(Type Name of Dealership)

*[Handwritten signature]*  
(Authorized Signature)

John P. Koehler, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Mr. Clerk: Return to Annapolis Banking and Trust Co. at address shown in 3. above.)

Clerk of Court, Anne Arundel County  
Financing Statement Records  
Court House  
7 Church Circle  
Annapolis, Maryland 21401

BOOK 579 PAGE 400

286124

F I N A N C I N G   S T A T E M E N T

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

Chesapeake Hearing Centers, Inc.  
572-D Ritchie Highway  
Severna Park, Maryland 21146

2. NAME AND ADDRESS OF SECURED PARTY:

The Annapolis Banking and Trust Company  
1824 George Avenue  
Annapolis, Maryland 21401

3. This Financing Statement covers all:

Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.

Inventory, raw materials, etc., including after acquired and proceeds.

Accounts, including after acquired, and proceeds.

Contract rights, including after acquired, and proceeds.

Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.

Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.

RECORDED FEE 11.00

MORTGAGE .50

#360150 0267 001 T14115

04/16/92

19

MARY N. ROSE

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_ AA CO. CIRCUIT COURT

5. This transaction is  , is not  exempt from the recordation tax.  
Principal amount of the Debt is \$ \_\_\_\_\_.

SECURED PARTY:

The Annapolis Banking and Trust Company

BY: John P. Koehler

John P. Koehler, Vice President  
(Type Name and Title)

DEBTOR:

Chesapeake Hearing Centers, Inc.

Charles L. Nutto, President

Charles L. Nutto

AFTER RECORDATION RETURN TO: The Annapolis Banking and Trust Company  
1824 George Avenue  
Annapolis, Maryland 21401

PARTIES

Debtor name (last name first if individual) and mailing address:

DAN E. THOMPSON  
ALADDIN MHP LOT #83  
JESSUP MD 21227 1

Debtor name (last name first if individual) and mailing address:

DEBORAH A. THOMPSON  
ALADDIN MHP LOT #83  
JESSUP MD 21227 1a

Debtor name (last name first if individual) and mailing address:

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:

KONA MH BROKERS & ASSOC., INC.  
1602 JOHN ROSS LANE/PO BOX 540  
CROWNSVILLE MD 21032 2

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:  
GREEN TREE ACCEPTANCE, INC.

3062 PS BUSINESS CENTER  
WOODBIDGE VA 22192 2a

- Special Types of Parties (check if applicable):
- The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.
  - The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.
  - Debtor is a Transmitting Utility.

SECURED PARTY SIGNATURE(S)

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):

- acquired after a change of name, identity or corporate structure of the Debtor.
- as to which the filing has lapsed.
- already subject to a security interest in another county in Pennsylvania:
  - when the collateral was moved to this county.
  - when the Debtor's residence or place of business was moved to this county.
- already subject to a security interest in another jurisdiction:
  - when the collateral was moved to Pennsylvania
  - when the Debtor's location was moved to Pennsylvania
- which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

KONA MH BROKERS & ASSOC., INC.  
*Maria D. Thught, Agent*

4

FINANCING STATEMENT  
Uniform Commercial Code Form UCC-1  
IMPORTANT-Please read instructions on reverse side of page 4 before completing

286125

Filing No. (by filing officer): Date, Time, Filing Office (stamped by filing officer):

BOOK 573 PAGE 401

5

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)

- Secretary of the Commonwealth.
- Prothonotary of \_\_\_\_\_ County
- real estate records of \_\_\_\_\_ County



Number of Additional Sheets (if any) 6

Optional Special Identification (Max 10 characters) 7

COLLATERAL 8

Identify collateral by item and/or type:  
1988 IMPERIAL HOMES, INC.  
28 X 60 SERIAL# 882394 AND INCLUDING  
ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES  
THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE  
ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR  
PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT  
OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY  
HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(1) OR 04/16/92  
THE STATE LAW EQUIVALENT STATUTE.

(check only if desired) Products of the collateral are also covered MARY N. ROSE 9

Identify related real estate, if applicable. The collateral is, or includes (check applicable box(es)):

- crops growing or to be grown on -
- goods which are or are to become fixtures on -
- minerals or the like (including oil and gas) as extracted on -
- accounts resulting from the sale of minerals or the like (including oil and gas) at the wellhead or minehead on -

the following real estate:

Street Address:  
Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_  
for \_\_\_\_\_ County Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet.  
Name of record owner (required only if no Debtor has an interest of record):

10

DEBTOR SIGNATURE(S)

Debtor Signature(s):

1 DAN E. THOMPSON *Dan E. Thompson*

1a DEBORAH A. THOMPSON *Deborah A. Thompson*

1b \_\_\_\_\_ 11

RETURN RECEIPT TO:

GREEN TREE ACCEPTANCE, INC.  
3062 PS BUSINESS CENTER  
WOODBIDGE VA 22192

12



ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated March 27, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Brumwell's Inc. M-37876-1

Address 4013 Mountain Road, Pasadena, MD 21122

2. SECURED PARTY

Name Alban Tractor Co., Inc.

P O Box 9595

Address Baltimore, MD 21237

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Caterpillar 953 Track Loader 20Z03976

NOT SUBJECT TO RECORDATION TAX - SOLD FROM INVENTORY

RECORD FEE 11.00

POSTAGE .50

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

04/16/92

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

AA CO. CIRCUIT COURT

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Brumwell's Inc.

[Signature]  
(Signature of Debtor)

Alban Tractor Co., Inc.

Type or Print Above Name on Above Line

(Signature of Debtor)

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

(Signature of Debtor)

Product Leasing Partners 1991

General Partner  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)

[Signature]  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

First Bank National Association  
Type or Print Above Signature on Above Line

11  
50

1200

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286128

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Product Leasing Partners-1991 c/o Leasetec Corporation
Address 1401 Pearl Street Boulder, CO 80302

2. SECURED PARTY

Name First Bank National Association
Address 1st Bank Place, 120 S. 6th Street
Minneapolis, MN 55450

RECORD FEE 12.00

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) POSTAGE .50

4. This financing statement covers the following types (or items) of property: (list) #359070 C263 R01 T12:12

Idea Courier electronic data processing equipment, including certain equipment and associated proceeds covered by lease agreements with lessees as listed on attached sheets. Serial numbers of covered equipment are on file at offices of Leasetec Corporation.

Name and address of Assignee 04/11/92
MARY M. ROSE
AA CO. CIRCUIT COURT

(IDEA #77A) (MD-Anne Arundel)

True Lease-not subject to recordation tax. Does not create security interest.

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)
Product Leasing Partners 1991
General Partner
Type or Print Above Name on Above Line
(Signature of Debtor)
Type or Print Above Signature on Above Line

(Signature of Secured Party)
First Bank National Association
Type or Print Above Signature on Above Line

1290

ATTACHMENT TO UCC-1

IDEA COURIER EQUIPMENT  
PLP '91

Lessee		City	State	County
KILSBY-ROBERTS	K4400/3442NN	HANOVER	MD	ANNE ARUNDEL

FINANCING STATEMENT AND SECURITY AGREEMENT

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

Table with 2 columns: 1. DEBTOR(S) and Address(es): (last name first) and 2. SECURED PARTY. Includes Family Kitchens, Inc. and THE ZAMOISKI CO.

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts; returns, repurchases, and repossessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

11.00 .50 RO1 T11:51 04/16/92

- 4. Proceeds of collateral are covered hereunder.
5. This transaction is exempt from the recordation tax. (Md.)
6. Return to: Secured Party (Md.)

MARY N. ROSE AA CO. CIRCUIT COURT

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR: Family Kitchens, Inc. SECURED PARTY: THE ZAMOISKI CO.
By: Otto H. Backhaus, President By: [Signature]
By: [Signature] (SEAL) (Date Signed by Debtor) 19 92

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

Handwritten number 1150

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party, and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations, Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

**PARTIES**

Debtor name (last name first if individual) and mailing address:  
**MARY M. PIERCE**  
**21 BEACHCREST ESTATES**  
**JESSUP MD 20770 1**

Debtor name (last name first if individual) and mailing address:  
**21 BEACHCREST ESTATES**  
**JESSUP MD 20770 1a**

Debtor name (last name first if individual) and mailing address:  
**1b**

Secured Party(ies) names(s) (last name first if individual) and address for security interest information:  
**KONA MH BROKERS & ASSOC., INC.**  
**1602 JOHN ROSS LANE/PO BOX 540**  
**CROWNSVILLE MD 21032 2**

Assignee(s) of Secured Party name(s) (last name first if individual) and address for security interest information:  
**GREEN TREE ACCEPTANCE, INC.**  
**3062 PS BUSINESS CENTER**  
**WOODBIDGE VA 22192 2a**

Special Types of Parties (check if applicable):  
 The terms "Debtor" and "Secured Party" mean "Lessee" and "Lessor," respectively.  
 The terms "Debtor" and "Secured Party" mean "Consignee" and "Consignor," respectively.  
 Debtor is a Transmitting Utility  
**3**

**SECURED PARTY SIGNATURE(S)**

This statement is filed with only the Secured Party's signature to perfect a security interest in collateral (check applicable box(es)):  
a.  acquired after a change of name, identity or corporate structure of the Debtor.  
b.  as to which the filing has lapsed.  
c. already subject to a security interest in another county in Pennsylvania:  
 when the collateral was moved to this county.  
 when the Debtor's residence or place of business was moved to this county.  
d. already subject to a security interest in another jurisdiction:  
 when the collateral was moved to Pennsylvania.  
 when the Debtor's location was moved to Pennsylvania.  
e.  which is proceeds of the collateral described in block 9, in which a security interest was previously perfected (also describe proceeds in block 9, if purchased with cash proceeds and not adequately described on the original financing statement).

Secured Party Signature(s)  
(required only if box(es) is checked above):

**KONA MH BROKERS & ASSOC., INC.**  
*Diana Thigbent - agent*  
**4**

STANDARD FORM - FORM UCC-1 (7-89)  
Approved by Secretary of Commonwealth of Pennsylvania

**FINANCING STATEMENT**  
Uniform Commercial Code Form UCC-1  
IMPORTANT-Please read instructions on reverse side of page 4 before completing

Filing No. (stamped by filing officer): \_\_\_\_\_ Date, Time Filing Office (stamped by filing officer): \_\_\_\_\_

BOOK **579** PAGE **408** **286130**

**5**

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code, and is to be filed with the (check applicable box)

- Secretary of the Commonwealth. \_\_\_\_\_ County
- Prothonotary of \_\_\_\_\_ County
- real estate records of \_\_\_\_\_

**6**

**7**

Number of Additional Sheets (if any): \_\_\_\_\_

**8**

Optional Special Identification (Max. 10 characters): \_\_\_\_\_

**COLLATERAL**

Identify collateral by item and/or type:

**1988 FLINTSTONE HOMES**  
**14 X 48 SERIAL# W20AS0424GA** AND INCLUDING  
**ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTENANCES**  
**THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE**  
**ITEMS SPECIFIED ON THE MANUFACTURERS INVOICE AND/OR**  
**PURCHASE AGREEMENT AND/OR RETAIL INSTALLMENT CONTRACT**  
**OR INSTALLMENT LOAN AGREEMENT. THIS FINANCING**  
**STATEMENT DOES NOT APPLY TO NONPURCHASE MONEY**  
**HOUSEHOLD GOODS AS DEFINED AT 16 CFR 444.(i) OR**  
**THE STATE LAW EQUIVALENT STATUTE.**

(check only if desired) Products of the collateral are also covered.

**9**

Identify related real estate, if applicable. The collateral is, or includes (check appropriate box(es)):  
a.  crops growing or to be grown on -  
b.  goods which are or are to become fixtures on -  
c.  minerals or the like (including oil and gas) as extracted on -  
d.  accounts resulting from the sale of minerals or the like (including oil and gas) at the minehead on -

the following real estate:

Street Address: \_\_\_\_\_  
Described at: Book \_\_\_\_\_ of (check one)  Deeds  Mortgages, at Page(s) \_\_\_\_\_  
for \_\_\_\_\_ County Uniform Parcel Identifier \_\_\_\_\_  
 Described on Additional Sheet  
Name of record owner (required only if no Debtor has an interest of record): \_\_\_\_\_

**10**

**DEBTOR SIGNATURE(S)**

Debtor Signature(s):

**1 MARY M. PIERCE** *Mary M. Pierce*

**1a**

**1b**

**11**

**RETURN RECEIPT TO:**

**GREEN TREE ACCEPTANCE, INC.**  
**3062 PS BUSINESS CENTER**  
**WOODBIDGE VA 22192**

**12**

FILING OFFICE ORIGINAL  
NOTE - This page will not be returned by the Department of State.

REORDER FROM  
**Registre, Inc.**  
514 PIERCE ST.  
P.O. BOX 218  
ANOKA, MN, 55303  
(612) 421-1713

To be recorded in the Land Records,  
in Financing Statement Records and  
with State Department of Assessments  
and Taxation

286131

Not subject to recordation tax: This financing statement perfects  
a security interest created by a lease of seven (7) years or less,  
which is not required to be recorded under Section 3-101 of the  
Real Property Article (See Section 12-108(v) of the Tax Property  
Article).

FINANCING STATEMENT

1. Debtors: C.F. Taylor and  
Eva Taylor

Address of Debtor[s]: 8491 Ft. Smallwood Road  
Pasadena, MD 21122

2. Secured Party: Riviera Plaza Associates,  
a Maryland limited partnership

Address of Secured Party: 300 Water Street  
Baltimore, MD 21202

RECORD FEE 17.00  
POSTAGE .50

3. This Financing Statement covers all of the Debtors' right,  
title and interest in and to:

MARYLAND DEPT OF ASSESSMENTS  
04/16/92

3.1. All equipment, machinery, apparatus, fittings,  
building materials, goods, inventory, and fixtures and other  
articles of personal property of every kind and nature whatsoever,  
now or hereafter located in or upon any interest or estate in any  
or all of the premises which is hereinafter described and used or  
usable in connection with any present or future operation of such  
premises and now owned or hereafter acquired by the Debtor[s],  
including, by way of example, rather than of limitation, all goods,  
inventory, equipment, fixtures and all personal property and all  
proceeds of the foregoing, and all heating, lighting, laundry,  
clothes washing, clothes drying, incinerating and power equipment,  
engines, pipes, tanks, motors, conduits, switchboards, plumbing,  
lifting, cleaning, fire prevention, fire-extinguishing,  
refrigerating, ventilating, and communications apparatus,  
television sets, radio systems, recording systems, air-cooling and  
air-conditioning apparatus, elevators, escalators, shades, awnings,  
draperies, curtains, fans, furniture, furnishing, carpeting,  
linoleum and other floor coverings, screens, storm doors and  
windows, stoves, gas and electric ranges, refrigerators, garbage  
disposals, sump pumps, dishwashers, washers, dryers, attached  
cabinets, partitions, ducts and compressors, landscaping, lawn and  
garden equipment, security systems and including all equipment  
installed or to be installed or used or usable in the operation of

H. ROSE  
CIRCUIT COURT

17-50

any building or appurtenant facilities erected or to be erected in or upon such premises; provided, that this Financing Statement does not cover any right, title or interest in any such real or personal property, if and to the extent that such right, title or interest is held by a person or entity other than the Debtor[s] [or any of them].

3.2. All earnings, revenues, rents, issues, profits and other income of and from said premises and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtors.

4. The aforesaid items are included as security in a Lease Agreement, dated as of February 26, 1992, by and between the Secured Party, as Landlord, and the Debtors, as Tenant, which Lease Agreement has a Term of seven (7) years or less, which is not required to be recorded under Section 3-101 of the Real Property Article.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. Said premises consists of all of that demised premises located in Riviera Plaza Shopping Center, which premises is more particularly described as the "Premises" in said Lease Agreement. Said premises is shown crosshatched in red on the plat attached as Exhibit A. The Secured Party is the record owner of said premises and shopping center.

7. This Financing Statement is being given by the Debtors to the Secured Party as security for the performance by the Debtors of its obligations under said Lease Agreement. The Debtors and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor[s'] performance of its obligations under the provisions of such Lease Agreement, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended). The Lien granted hereunder shall be in addition to any "Landlord's lien" that may now or at any time hereafter be provided by law.

Debtors:

C. F. Taylor  
C.F. Taylor

Eva J. Taylor  
Eva Taylor

Date: 3/29/92, 1992

BOOK 579 PAGE 411

To the Filing Officer: After this Statement has been recorded,  
please mail the same to Jayme F. Abrams, 300 Water Street,  
Baltimore, Maryland 21202.

m:\m\r\fantasti.fin

FINANCING STATEMENT

by

C.F. Taylor and Eva Taylor

and

Riviera Plaza Associates, Secured Party

EXHIBIT A

Plat of premises





83989-41

This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1 LESSEE (LAST NAME FIRST - IF AN INDIVIDUAL) <b>BOOK 578 PAGE 413</b> <b>Car Doc, Inc.</b>		14 SOCIAL SECURITY OR FEDERAL TAX NO. <b>286132</b>
1B MAILING ADDRESS <b>2633 Old Annapolis Rd.</b>		1C CITY STATE <b>Hanover, MD</b>
		1D ZIP CODE <b>21076</b>
2 ADDITIONAL LESSEE (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		24 SOCIAL SECURITY OR FEDERAL TAX NO.
2B MAILING ADDRESS		2C CITY STATE
		2D ZIP CODE
3 LESSEE'S TRADE NAMES OR STYLES (IF ANY)		3A FEDERAL TAX NUMBER
4 LESSOR NAME <b>Dallas Leasing Group LTD</b> MAILING ADDRESS <b>2001 Butterfield Road</b> CITY <b>Downers Grove</b> STATE <b>IL</b> ZIP CODE <b>60515</b>		4A SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.
5 ASSIGNEE OF LESSOR (IF ANY) NAME MAILING ADDRESS CITY		5A SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.

6 This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

Lease # 115976 SEE ATTACHED FOR STATEMENT OF COLLATERAL.  
NOT SUBJECT TO A RECORDATION TAX

GL

This filing is to perfect a security interest taken or retained by a seller of collateral to ensure all or part of its price.  
RECORD FEE 11.00  
POSTAGE .50  
#350740 0263 R01 711:34  
04/16/92

MARY M. ROSE  
AA CO. CIRCUIT COURT

7 CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B LESSEE (S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>	10 THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
8 CHECK IF APPLICABLE <input checked="" type="checkbox"/>	LESSEE IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a) <input type="checkbox"/>		
9 <input checked="" type="checkbox"/> SIGNATURE (S) OF LESSEE (S) <b>Car Doc, Inc.</b> <i>JAMES OBERMAN</i>	DATE	C O D E 1 2 3 4 5 6 7 8 9 0	1150
TYPE OR PRINT NAME (S) OF LESSEE (S)			
SIGNATURE (S) OF LESSOR (S) <b>Dallas Leasing Group LTD</b> <i>JAMES OBERMAN</i>			
TYPE OR PRINT NAME (S) OF LESSOR (S)			
11. RETURN COPY TO: NAME DATA FILE SERVICES, INC. ADDRESS P.O. BOX 275 CITY VAN NUYS, CA 91408-0275 STATE ZIP CODE TEL: (818)909-2200 FAX: (818)909-4717			

FORM UCC-1

FINANCING STATEMENT FORM UCC-1  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_  
SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 3-31-92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Ottaway C. Ridgley  
Address 1033 Marlboro Rd. Lothian, Md. 20711

2. SECURED PARTY

Name John Deere Company a Division of Deere and Company  
Address P.O. Box 65090 West Des Moines, Iowa 50265

Person And Address To Whom Statement Is To Be Returned If Different From Above \_\_\_\_\_

RECORD FEE 11.00

3. Maturity date of obligation (if any) 10-1-95

4. This financing statement covers the following types (or items) of property: (list)

1-John Deere 1217 Mower Conditioner  
Serial # E01217X889448

04/16/92  
MARY M. ROSE  
DA CO. CIRCUIT COURT



CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Ottaway C. Ridgley  
(Signature of Debtor)  
Ottaway C. Ridgley  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 579 PAGE 415

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO 271188

RECORDED IN LIBER 521 FOLIO 506 ON 1-6-88 (DATE)

1. DEBTOR

Name PETER J. HOPPA

Address 1185 CLAIRE DRIVE - CROWNSVILLE, MD 21032

2. SECURED PARTY

Name J I CASE CREDIT CORP

Address P O BOX 292 RACINE, WI 53401

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00

POSTAGE .50

3. Maturity date of obligation (if any)

4359200 0263 RD1 T10:37

04/16/92

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>TERMINATION</b></p>

MARY M. ROSE  
CIRCUIT COURT

Dated 4-9-92

*Terry Thomas*  
(Signature of Secured Party)

J I CASE CREDIT CORP-TERRY THOMAS-SEC  
Type or Print Above Name on Above Line

579 416

STATEMENT OF PARTIAL RELEASE  
(U.C.C.-3)

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code and refers to the original Financing Statement filed in the Financing Statement Records of the Clerk of the Circuit Court for Anne Arundel County, Maryland, bearing Identifying File No. 276016, Liber 536, Folio 429, filed on January 12, 1989 (the "Financing Statement").:

1. **DEBTOR:** RUPPERT BROTHERS OF MARYLAND, INC.  
479 Jumpers Hole Road  
Severna Park, Maryland 21140  
Attn: David P. Ruppert
2. **SECURED PARTY:** FIRST AMERICAN BANK OF MARYLAND  
8401 Colesville Road  
Silver Spring, Maryland 20910  
Attn: Donald P. Howard
3. **PARTIAL RELEASE.** The Secured Party partially releases the collateral described in item 4 from the Financing Statement.
4. All inventory, equipment, and other property as more fully set out in the Bill of Sale between RUPPERT BROTHERS OF MARYLAND, INC. and INFORMATION SYSTEMS CORPORATION, a Virginia corporation, dated March 20, 1992, a copy of which is attached hereto. No other collateral is released.

Number of additional sheets presented: 4

**SECURED PARTY:**

FIRST AMERICAN BANK OF MARYLAND

By: *Betty Cooper*

Name: Betty Cooper

Title: AVP

TO FILING OFFICER: After this Statement has been recorded, please return to:

Joseph H. Carrington, Esquire  
HIRSCHLER, FLEISCHER, WEINBERG, COX & ALLEN, P.C.  
The Federal Reserve Bank Building  
701 East Byrd Street  
Richmond, Virginia 23219

**BILL OF SALE**

FOR VALUE RECEIVED, RUPPERT BROTHERS OF MARYLAND, INC., a Maryland corporation (the "Seller"), hereby sells and conveys to INFORMATION SYSTEMS CORPORATION, a Virginia corporation (the "Purchaser"), the Seller's entire right, title and interest in and to the following assets (collectively, the "Assets"): any and all furniture, fixtures, equipment, machinery, supplies, vehicles, and other tangible personal properties of the Seller listed on Exhibit A to that certain Asset Purchase Agreement dated March 20, 1992, by and between the Purchaser and the Seller (the "Asset Purchase Agreement").

All of the representations and warranties made by the Seller in the Asset Purchase Agreement are incorporated herein by this reference and are hereby confirmed and ratified as true and accurate. The Seller represents and warrants that it has good and marketable title to and the right to sell, transfer, and convey to the Purchaser, its successors and assigns, all of the Assets, subject only to those liens held by First American Bank of Maryland and Owens-Corning Fiberglas Corporation, a Delaware corporation (together the "Secured Creditors") or Maryland National Bank.

Each of the Secured Creditors hereby releases any security interest or other interest or claim that it may have in the Assets and joins in the execution of this Bill of Sale solely to evidence such release; provided, however, that the Secured Creditors shall not release any security interest that they may have in the proceeds of the Assets, including but not limited to the purchase price payment to the Seller as paid under the Asset Purchase Agreement, which represents proceeds of the Assets arising from the sale of the Assets to the Purchaser. Each of the Secured Creditors shall promptly take such actions and shall promptly execute and deliver to the Purchaser statements under the Uniform Commercial Code to completely release their security interests in the Assets.

WITNESS the following signatures this 20th day of March, 1992.

SELLER:

RUPPERT BROTHERS OF MARYLAND, INC.,  
a Maryland corporation

By: D. J. P. Ruppert  
Title: Pres

BOOK 579 418

**PURCHASER:**

**INFORMATION SYSTEMS CORPORATION,  
a Virginia corporation**

By: Robert B. Buehler  
Title: Pres

**SECURED CREDITORS:**

**FIRST AMERICAN BANK OF MARYLAND,**

By: Jeffrey L. Cooper  
Title: AVP

**OWENS-CORNING FIBERGLAS  
CORPORATION, a Delaware corporation**

By: C. Jackson Snyder  
Title: C. JACKSON SNYDER  
ASSISTANT TREASURER

EXHIBIT A

RUPPERT BROS. OF MD., INC.

OFFICE FURNITURE & FIXTURES:

BOOK VALUE

File Cabinets	\$257.52
AT&T Spirit System	\$2,180.37
Secretarial chairs, desks, returns, file drawers	\$1,830.83
Executive desk, conference furniture	\$3,562.52
Computer equipment	\$1,646.08
Sharp Facsimile equipment	\$1,160.56
Miscell. pictures	\$276.67
Copiers, cabinets, etc.	\$4,139.24
Typewriter, miscell. equipment	\$232.06

\$15,285.87

\$ 5000.00

RUPPERT BROS. OF MD.

1 solid teak conference table  
1 solid teak desk  
1 solid teak credenza  
8 chairs for conference table  
2 chairs  
5 teak desks  
5 teak returns  
6 teak two drawer files  
1 5 drawer lateral file \*  
5 4 drawer lateral files \*  
3 data cabinets 1 drawer \* some files damaged  
2 3 drawer data cabinets \*  
miscellaneous other files and chairs  
miscellaneous pictures, etc.

1 Spirit ATT Telephone System (11 phones)  
1 Sharp FO3200 Fax  
1 Canon NP3525 Copier  
1 Harris 3M copier, Model 6215  
2 Mannesmann Tally 490 Printers  
1 NEC 3550 Printer  
1 Citizen Premier Printer  
1 Silver Reed typewriter  
5 Wyse Terminals  
1 AT&T 3B2/310  
1 AT&T XM  
1 Penril Datalink 9600  
1 Telebit Trailblazer Plus



EXHIBIT A

BOOK 578 PAGE 422

**BEING KNOWN AND DESIGNATED AS** Unit Numbered 128 in a Condominium styled "Plat of North Arundel Executive Building Professional Office Condominium" as per plat thereof recorded in Condominium Plat Book E 25 plat 49 and 50 and Plat Book E 26 plat 1 among the Land Records of Anne Arundel County. Being part of the land and premises declared to be subject to a Horizontal Property Condominium Regime by a certain Declaration recorded August 9, 1984 in Liber 3771 folio 82\11 among the Land Records of Anne Arundel County, Maryland. Together with the facilities, appurtenances and the undivided percentage interest in the common elements of said condominiums appurtenant thereto as set out and defined in said Declaration and annexed Bylaws recorded August 9, 1984 in Liber 3771 at folio 827 among the Land Records of Anne Arundel County, Maryland.

**BEING** the same property described in a Deed dated August 24, 1984 and recorded among the Land Records of Anne Arundel County in Liber 3801, folio 310 from North Arundel Development Corporation, Inc. unto Romeo A. Ferrer.



J/S. 21  
46780ms.exe

TO BE RECORDED IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY NOT SUBJECT TO RECORDATION TAX

FINANCING STATEMENT

1. Debtor: FOREST MEADOWS PARTNERSHIP a Maryland general partnership Address: c/o Theresa A. Brinker 15302 Merrifield Court Silver Spring, Maryland 20906

2. Secured Party: SECOND NATIONAL FEDERAL SAVINGS BANK Address: P. O. Box 2558 Salisbury, MD 21801 ATTN: Marion J. Minker, Jr.

3. This Financing Statement covers:

(a) All improvements, buildings, fixtures, machinery, equipment, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in Exhibit "A" or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of

14-50

insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any development of or business conducted on the property.

4. The aforesaid items covered by this Financing Statement are included as security in the Revolving Loan Second Deed of Trust dated February 27, 1991, recorded among the Land Records of Anne Arundel County, Maryland in Liber No. 5268, folio 230 and the Modification of Revolving Loan Second Deed of Trust of even date reflecting the additional sum of \$401,700.00 to be secured by said Revolving Loan Second Deed of Trust as evidenced by the Restated Deed of Trust Promissory Note in the amount of \$700,000.00 of even date, said Modification Agreement between the Secured Party and the Debtor intended to be recorded among the Land Records of the Anne Arundel County.

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit "A"**.

Debtor:

FOREST MEADOWS PARTNERSHIP  
a Maryland general partnership

BY: *Theresa A. Brinker* (SEAL)  
Theresa A. Brinker,  
Authorized General Partner

*Return to:*  
*Jac. W. A. Moser,*  
BLUMENTHAL, WAYSON, DOWNS AND OFFUTT, P.A.  
BOX 868  
ANNAPOLIS, MARYLAND 21404-0868

*Am!*  
Dated: March 10, 1992  
s46008ms.fin

EXHIBIT "A"  
LEGAL DESCRIPTION

All that property located in Anne Arundel County described as follows:  
BEING KNOWN AND DESIGNATED AS Lots One (1) through Thirty (30), inclusive, an area designated "Open Space & Storm Water Management Area", an area designated "widening strip" and an area designated "Recreation Area", all as shown on a Plat of Resubdivision entitled "BEACON VIEW RESUBDIVISION" which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 130, page 15.

BOOK 579 PG. 426

286136

### SCITEX UCC-1 FORM

*Annexed 5890  
Co. Md.*

4 <input type="checkbox"/> Filed for record in the real estate records	5 <input type="checkbox"/> Debtor is a Transmitting Utility	6 No. of Additional Sheets Presented
1 Debtor(s) (Last Name First) and address(es) Whitmore Printing 1982 Moreland Parkway Annapolis, Maryland 21401	2 Secured Party(ies) and address(es) Scitex America 8 Oak Park Drive Bedford, Mass. 01730	3 For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #417330 C489 R02 T11:18 04/17/92  MARY M. ROSE AA CO. CIRCUIT COURT

7 This financing statement covers the following types (or items) of property

Dolev PS as per Exhibit "A" attached



"AMOUNT OF INDEBTNESS IS 105,000.00." TAX IS BEING PAID AT SECRETARY OF STATE.

*155978*

Products of Collateral are also covered.

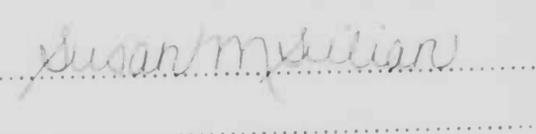
Whichever is Applicable (See Instruction Number 9)	 Signature(s) of Debtor (Or Assignor)	 Signature(s) of Secured Party (Or Assignee)
--	---	--



Exhibit "A"  
INTEGRATED POSTSCRIPT SOLUTION

BK 579-426-A

FOR  
WHITMORE PRINTING

<u>ITEM</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>
1	1	<p>Dolev™ PS Imagesetter</p> <p>High resolution color imagesetter using internal drum technology. Produces plate ready films with an image area of 14"H x 19.68"W. Includes Scitex PostScript RIP (does not include system interface).</p> <p>Scitex PostScript Interpreter hardware and software includes:</p> <ul style="list-style-type: none"><li>- IBM PS/2 Model 95/486</li><li>- Auto Picture Replacement</li><li>- Film Optimization</li><li>- Adobe Display PostScript</li><li>- Sophisticated Queue Mgmt. System</li></ul>
2	1	Autotrapping Software
3	1	Ethernet Board
4	1	SCSI Interface
		On-line SCSI interface allowing connection of Sony optical disk.

STATE OF MARYLAND

286140

L # 232915  
BOOK 579 PAGE 427

UNIFORM COMMERCIAL CODE

~~STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.~~ — FORM UCC-6

*Save*

~~REGISTRATION FEE~~ (DATE)

RECORD FEE 13.00  
POSTAGE .50  
#417840 C489 R02 T13:25  
04/17/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

1. DEBTOR

Name RAYMOND P. SRSIC, M.D.

Address 269 Peninsula Farm Road

Arnold, MD 21012

2. SECURED PARTY

Name AT&T CAPITAL CORPORATION / EATON FINANCIAL CORPORATION

Address 10 East Stow Road; Ste. 200

Marlton, NJ 08053

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><input checked="" type="checkbox"/> <b>C. Assignment</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below. Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input type="checkbox"/> <b>D. Other:</b> (Indicate whether amendment, termination, etc.)</p>
	<p><i>Save</i></p>	
	<p>(1) BECTON DICKINSON QBC AUTOREAD HEMATOLOGY SYSTEM serial numbers: 251322, 251062, 254691</p>	

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 12-108(K)5

RAYMOND P. SRSIC, M.D. DULY AUTHORIZE UCC. SEE COPY OF LEASE.

RAYMOND P. SRSIC, M.D.

*Raymond P. Srsic*  
(Signature of Secured Party)

Dated \_\_\_\_\_

Type or Print Above Name on Above Line

B<sup>00</sup>

LEASE NUMBER	232915
CUSTOMER NUMBER	
APPROVAL NUMBER	3249579
PROGRAM NAME	

COMPLETE LEGAL NAME AND FULL ADDRESS OF LESSEE ("LESSEE")  RAYMOND P. SRSIC, M.D. 269 Peninsula Farm Road Arnd, MD 21012	NAME AND FULL ADDRESS OF THE SUPPLIER OF EQUIPMENT ("SUPPLIER")  FOSTER MEDICAL SUPPLY 8985 Yellowbrick Road Baltimore, MD 21237
PERSON TO CONTACT (410) 647-3400 TELEPHONE NO.	SALESPERSON Mark Palardy (310) 682-3800 TELEPHONE NO.

SCHEDULE OF EQUIPMENT LEASED ("Equipment") (include make, year, model, identification and model numbers or marks)

(1) BECTON DICKINSON QBC AUTOFAD HEMATOLOGY SYSTEM

s/n # 251322  
 s/n # 251062  
 s/n # 254691

EQUIPMENT TO BE DELIVERED AND LOCATED AT:

same

("Equipment Location")

**1. SCHEDULE OF LEASE PAYMENTS.**

LEASE TERM NUMBER OF MO	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL MONTHLY LEASE PAYMENT	ADVANCE LEASE PAYMENT REPRESENTING PAYMENT FOR THE FIRST MONTH AND THE LAST
		LEASE	TAX	OTHER		
24	24	\$537.50	\$26.88		\$564.38	0 MOS. \$ 564.38 TOTAL ADVANCE LEASE PAYMENT

ADDITIONAL PROVISIONS

3-19-92 conf comp name, adrs, equip loc, sig, title, date w/ Dr. Raymond Srsic, Owner Release

**2. LEASE.** Lessor leases to Lessee and Lessee leases from Lessor for the lease term specified above and for any extension or renewal thereof (collectively "Term") and on the terms and conditions stated in this agreement ("Lease") the Equipment identified above and in any schedule ("Schedule") incorporating this Lease by reference that the parties agree in writing to make a part of this Lease. The lease of Equipment described in this Lease and the lease of Equipment described in each Schedule shall constitute separate leasing transactions, each of which is referred to herein as a lease.

**3. LEASE PAYMENTS.** The obligation to make Lease Payments begins on the date (as determined by Lessor) when Lessee receives Equipment equal in value to 50% of the estimated cost to Lessor of the Equipment. Lessee shall make Lease Payments, in advance, on the date or dates specified by Lessor in a notice to Lessee. Lease Payments shall be paid at the office of Lessor or at any other place specified by Lessor. Any Security Deposit and/or Advance Lease Payment is due on signing of the lease specifying such amount. The Lease Payments will be adjusted proportionately upward or downward if the actual cost of the Equipment ("Equipment Cost") to Lessor differs from the estimated cost of the Equipment by an amount not to exceed 20%. If any part of a payment is more than five days late, Lessee shall pay a late charge of 10% of the payment, all or a portion of which is late (or such lesser rate as is the maximum rate allowable under applicable law).

**4. NO WARRANTIES.** The Equipment is leased "AS IS". Lessee has selected the Equipment from Supplier prior to requesting Lessor to purchase it and lease it to Lessee. Lessee acknowledges and agrees that Lessor is not a manufacturer or supplier of any Equipment. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT OR COPYRIGHT INFRINGEMENT, TITLE, OR THE LIKE. Lessor transfers to Lessee for the Term the warranties, if any, made by the manufacturer or Supplier to Lessor. Lessee shall comply with and enforce such warranties. Lessor is not liable to Lessee for any modification or rescission of any such warranties.

**5. DELIVERY AND ACCEPTANCE.** Supplier will ship the Equipment directly to Lessee. Lessee shall take delivery and upon installation and acceptance of the Equipment will sign and deliver to Lessor the Delivery and Acceptance Receipt submitted by Lessor. If Lessee has not, within 10 days after delivery of the Equipment, delivered to Lessor written notice of any non-acceptance of the Equipment, specifying the reasons therefor and fully referencing the lease, Lessee shall be deemed to have irrevocably accepted the Equipment under the lease. If Lessee properly rejects the Equipment in accordance with the foregoing, Lessor and Lessee shall be relieved of all obligations or liabilities under the lease. Lessor shall retain any Advance Lease Payment as liquidated damages for loss of a bargain and not as a penalty, and Lessee shall be responsible for paying for the Equipment and fulfilling all other obligations of the buyer under any applicable purchase order. The validity of the lease will not be affected by any delay in Lessee's receipt of the Equipment.

Lessee agrees to all terms and conditions of this Lease, that they are a complete and exclusive statement of its agreement with Lessor and that they may be modified only by written agreement signed by an executive officer of Lessor and not by course of performance; provided, however, that Lessee authorizes Lessor, without notice, to supply omitted information and correct patent errors in any document executed by or on behalf of Lessee. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. LESSEE CERTIFIES THAT IT HAS READ AND RECEIVED A COPY OF THIS LEASE.

LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER NOR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF SUPPLIER IS AN AGENT OF LESSOR OR HAS ANY AUTHORITY TO SPEAK FOR OR TO BIND LESSOR IN ANY WAY. LESSOR IS NOT AN AGENT OR REPRESENTATIVE OF SUPPLIER.

LESSOR AND LESSEE HAVE ENTERED INTO THIS LEASE INTENDING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK HEREOF AND ON ALL SCHEDULES. IMPORTANT LIMITATIONS OF LIABILITY ARE CONTAINED ON THE REVERSE SIDE. ALL LEASES HEREUNDER SHALL BE NONCANCELLABLE NET LEASES.

EATON FINANCIAL CORPORATION, LESSOR

RAYMOND P. SRSIC, M.D.

LESSEE

By [Signature] Authorized Signature

By X [Signature] Authorized Signature

Title Deputy Manager

Print Name Raymond P. Srsic, M.D.

Date 3-30-92

Title owner

Date X 3/16/92

**6. CONDITION; USE; LOCATION; RETURN.** Lessee shall install and keep the Equipment in good working condition, normal wear and tear excepted and shall use the Equipment only in the regular and ordinary course of its normal business and only within the normal capacity of the Equipment and in a manner contemplated by the manufacturer or supplier. All installation, disconnect and deinstallation charges shall be paid by Lessee. Lessee shall not make any modification, alteration or addition to the Equipment (other than normal operating accessories or controls) without the express written consent of Lessor, which consent shall not be unreasonably withheld. Anything that Lessee adds, replaces or attaches to the Equipment immediately becomes part of the Equipment and the property of Lessor. Lessee shall comply with all laws and regulations governing use of the Equipment, hold Lessor harmless against actual or asserted violations thereof and pay all costs and expenses in connection with or arising from any such actual or asserted violation. Lessee shall comply with all instructions and manuals issued by the manufacturer or supplier of any Equipment and shall at Lessee's own cost and expense regularly and periodically inspect, overhaul, service, repair and maintain the Equipment so as to continue such compliance throughout the course of the Term. Lessee shall at its own expense make any changes or additions to the Equipment needed to comply with any laws or regulations and shall provide Lessor with prompt written notice of any such change or addition. Unless Lessee has Lessor's prior written permission to move the Equipment, Lessee will keep and use it only at the Equipment Location. On request, Lessee shall advise Lessor of the exact location of the Equipment. Lessor may, in order to inspect, observe, affix labels and other markings, remove or exhibit the Equipment to prospective purchasers or future lessees, at all reasonable times, enter upon any job, building or place where Equipment is located and, in the opinion of Lessor, it is being used or cared for improperly, without notice, remove it. On or about 15 days prior to returning the Equipment to Lessor, Lessee shall, without demand, deliver to Lessor certification by the Equipment manufacturer's qualified personnel that the Equipment is in as good condition as when delivered to Lessee, and in good and efficient working order, ordinary wear and tear excepted, and is fully usable by Lessee for the same or similar purposes as originally used and that such use would be in compliance with all statutes, laws, ordinances and regulations then in force. After the expiration of the Term and until the return of the Equipment in accordance with this Paragraph 6, Lessee shall pay to Lessor rental at the same rate, time, manner and place as specified for Lease Payments during the initial term. Unless otherwise agreed in writing, on termination or expiration of the Term, Lessee will cause to be properly crated and packaged and immediately return the Equipment to Lessor in as good a condition as received, less normal wear and tear to any place in the United States. Lessor designates together with all applicable and corresponding instruction and service manuals, service and repair records and descriptive brochures for the Equipment. If Lessor shall find that the Equipment having been returned is not in the condition required hereby, then Lessor may cause the repair, service, modification, overhaul or replacement of the Equipment to achieve such condition. Lessee shall forthwith upon demand reimburse Lessor for amounts expended in connection with any of the foregoing or pay such amounts directly. Lessee will prepay expenses of crating and shipping in a manner Lessor designates and will insure the shipment for full replacement value.

**7. FINANCE LEASE STATUS.** The parties agree that if Article 2A - Leases of the Uniform Commercial Code ("Code") is deemed to apply, each lease will be considered a "finance lease." By executing a lease, Lessee acknowledges either that (a) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of (i) the identity of the "supplier," (ii) that Lessee may have rights under the "supply contract," and (iii) that Lessee may contact the supplier for a description of any such rights. Lessee may have under the supply contract, or (b) on or before signing such lease, Lessee has reviewed and approved the supply contract covering the Equipment purchased from the supplier. Terms in this Paragraph 7 set off in quotation marks when used for the first time herein shall have the meanings ascribed to such terms by the Code.

**8. LESSEE WARRANTIES; SURVIVAL.** Lessee represents, warrants and covenants to Lessor that (a) unless it is an individual, Lessee is validly existing and in good standing under applicable state law, (b) Lessee has the power and authority to enter into this Lease, all leases and all other related documents hereunder (collectively, "Fundamental Agreements"), (c) such Fundamental Agreements are enforceable against Lessee in accordance with their terms; (d) there are no pending or threatened actions or proceedings that could have a material adverse effect on Lessee or any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent conveyance and bulk transfer laws, and shall raise no presumption of fraud; and (f) Lessee shall furnish Lessor with such financial statements, opinions of counsel, resolutions, and other documents and information as Lessor may reasonably request. Lessee shall be deemed to have reaffirmed the foregoing warranties each time it executes any Fundamental Agreement. All representations, warranties and covenants made by Lessee under a Fundamental Agreement shall survive the termination of the lease and shall remain in full force and effect. All of Lessor's rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of the lease, shall survive such termination and be enforceable by Lessor and its successors and assigns. If more than one Lessee is named in a lease, the liability of each shall be joint and several.

**9. INSURANCE.** Throughout the Term Lessee shall maintain (i) property insurance insuring the Equipment for its full replacement value against loss, theft, damage and destruction and naming Lessor as loss payee, and (ii) general public liability and third party property insurance naming Lessor as an additional insured. Within 21 days from Lessee's signing a lease, Lessee will provide Lessor with certificates or other evidence of such insurance which shall be in a form, amount and with companies reasonably acceptable to Lessor and shall provide that Lessor shall be given 30 days prior written notice of any material alteration or cancellation thereof. If Lessee does not provide evidence of property insurance acceptable to Lessor, Lessor may, but will not be required to, buy such insurance from an affiliate of Lessor, and add the cost, including any customary charges or fees associated with the placement, maintenance or service of such insurance (collectively, "Insurance Charge"), to the Lease Payment amount due from Lessee. Property insurance purchased by Lessor in accordance with the foregoing provisions may be purchased from an affiliate of Lessor. Lessee agrees to pay the Insurance Charge in equal installments allocated to each remaining Lease Payment (with interest on such allocations up to the maximum rate permitted by applicable law). Nothing in this Lease creates any insurance relationship between Lessor and any other person or party. Lessor is not required to effect any insurance coverage and Lessor may terminate or allow to lapse any coverage without having any liability to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any property insurance. In all circumstances, Lessee shall cooperate with Lessor or Lessor's agent with respect to the placement of insurance and processing of claims.

**10. TAXES AND CERTAIN FEES; LESSOR PERFORMANCE; WAIVER.** Lessee shall promptly pay all fees, assessments, taxes and charges governmentally imposed upon the purchase, ownership, possession, leasing, renting, operation, control, use or maintenance of the Equipment, whether assessed against Lessor, Lessee or the Equipment, and relating to the Term, whether due before or after the end of the Term, excluding taxes on or measured by the income of Lessor. All personal property tax, use tax or other tax returns will be filed by Lessor, and Lessee agrees to pay Lessor a fee for processing such payments and filings. Lessor does not have to contest any valuation of, or tax imposed on, the Equipment. If Lessee fails to perform any of its obligations under this Lease, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment or Lessor's interests therein, provided, however, that Lessor's performance of any act or payment shall not be deemed a waiver of, or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with expenses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand. Lessor's failure to require performance in any instance or Lessor's written waiver of any provision shall not waive any other breach of the same or any other provision.

**11. TITLE; RECORDING; NOTICES.** Lessor shall hold title to the Equipment. Lessee will keep the Equipment free and clear from any levy, attachment, lien, encumbrance or charge or other judicial process; will give Lessor immediate written notice of any breach of this provision; and will reimburse Lessor for and, at Lessor's request, defend Lessor against any loss or damage caused thereby. Unless otherwise provided, the parties agree that this transaction shall be a true lease. However, if this transaction is deemed to constitute a lease for security, Lessee grants Lessor a purchase money security interest in the Equipment and in all attachments, accessions, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessee authorizes Lessor to file a copy of this Lease or any Schedule as a financing statement and in Lessee's name to execute and file financing statements covering the Collateral. The Equipment is and will remain personal property no matter what its use or attachment to realty, but Lessee will not let it be attached to realty in any way that might cause it to become part of such realty. Lessee shall pay Lessor's fee for lease documentation and processing and for any governmental filings. All notices shall be given in writing and shall be effective when deposited in the U.S. mail, addressed to a party at its address shown on the front page of this Lease or at any other address such party specifies in writing, with first class postage prepaid.

**12. DEFAULT.** Any of the following constitutes a Default: (a) Lessee fails to pay any Lease Payment or any other amount owed to Lessor within 5 days after its due date; (b) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement under any lease or any other agreement with Lessor and fails to cure such breach within 10 days after notice; (c) any representation or warranty

made by Lessee hereunder or in any other instrument provided to Lessor by Lessee, proves to be incorrect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrangement of debts, insolvency or receivership law or assignment for benefit of creditors is filed by or against Lessee; (e) Lessee becomes insolvent or fails generally to pay its debts as they become due, or the Equipment is levied against, seized, or a bulk sale of Lessee's inventory or assets is about to or has taken place; (f) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; (g) Lessee's financial condition changes such that in Lessor's opinion, the credit risk of a lease transaction with Lessee is increased; (h) any guarantor dies or revokes a guaranty required by Lessor; (i) any guarantor of any obligations hereunder is the subject of an event listed in clauses (a) through (g) above; or (j) an institution revokes, refuses to honor, or refuses to renew or extend any letter of credit required by Lessor.

**13. REMEDIES.** If a Default occurs, Lessor has the right to exercise any or all of the following remedies: (a) terminate any or all leases with Lessee; (b) declare all Lease Payments and other amounts under any such lease(s) immediately due and payable; (c) take possession of, or render unusable, any Equipment under any such lease(s) whenever such Equipment may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such action, and no such action shall constitute a termination of any such lease(s); (d) require Lessee to deliver such Equipment to a location designated by Lessor; (e) proceed by court action to enforce performance by Lessee of any such lease(s) and/or recover all damages and expenses incurred by Lessor by reason of any Default; (f) terminate any other agreement that Lessor may have with Lessee; or (g) exercise any other right or remedy available to Lessor at law or in equity. As liquidated damages for loss of a bargain and not as a penalty, and in lieu of any further Lease Payments under any lease(s) so terminated, upon Lessor's demand, Lessee shall pay Lessor's Return (as defined in Paragraph 14 below), calculated as of the date of the Default, to Lessor. Also, Lessee shall pay Lessor all costs and expenses (including legal fees and costs), incurred by Lessor in enforcing any of the terms or provisions of any such lease(s). Upon repossession or surrender of any such Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice at a public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) incurred in connection therewith) to the amounts owed to Lessor hereunder, provided, however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale, lease or other disposal of such Equipment. Lessee agrees that with respect to any notice of a sale required by law to be given, 10 days notice shall constitute reasonable notice. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, and may be enforced concurrently therewith. Any delay or failure to enforce Lessor's rights hereunder does not prevent Lessor from enforcing any rights at a later time. Lessor, at its option, may apply any security deposit or advance payment monies against Lessee's obligations hereunder.

**14. RISK OF LOSS.** Lessee bears the risk of loss, theft or damage to the Equipment (collectively, "Loss"), effective on shipment for delivery to Lessee. Lessee will advise Lessor in writing within 10 days of any Loss. Except as provided below, a Loss does not relieve Lessee of the obligation to make Lease Payments and pay other amounts owed under a lease. In the event of Loss, Lessor, at its option, may (a) require Lessee, where practicable, to restore the Equipment to good condition reasonably satisfactory to Lessor, or (b) require Lessee to pay Lessor its anticipated return ("Lessor's Return"), which shall consist of the following amounts: (i) the Lease Payments (and other amounts) due and owing under the lease at the time of such Loss, plus (ii) all Lease Payments from the date of such Loss to the end of the Term, plus (iii) the Casualty Value of such Equipment. "Casualty Value" is determined by multiplying the Casualty Percentage by the Equipment Cost. Unless another percentage is specified in Additional Provisions in Paragraph 1 above, or otherwise provided hereunder, the "Casualty Percentage" is 20% in the event that any amount calculated hereunder is required under applicable law to be discounted to present value, it shall be so discounted at a rate of 5% per annum. With respect to Equipment subject to a Loss, upon Lessor's full receipt of such Lessor's Return (i) the lease shall terminate; (ii) Lessee shall be relieved of its obligations under the lease; and (iii) Lessee shall be entitled to Lessor's interest in such Equipment, "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by, through, or under Lessor.

**15. NONCANCELLABLE NET LEASE; AUTOMATIC RENEWAL.** THIS LEASE AND ALL SCHEDULES HERETO SHALL BE NONCANCELLABLE NET LEASES. LESSEE HAS AN UNCONDITIONAL OBLIGATION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. LESSEE IS NOT ENTITLED TO ABATEMENTS, REDUCTIONS, RECOURPMENTS, CROSS-CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY LEASE PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEE, SUPPLIER, THIS LEASE, ANY OTHER LEASE, OR OTHERWISE. NEITHER DEFECTS IN EQUIPMENT, DAMAGE TO IT, NOR ITS LOSS, THEFT, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS OR ANY OTHER LEASE OR RELIEVE LESSEE OF ITS PAYMENT OBLIGATIONS HEREUNDER. Each lease automatically renews for additional 12 month terms unless Lessee, at least 60 days before the end of the Term, sends Lessor written notice that it does not want to renew it, and at the end of the Term returns the Equipment to Lessor as provided in Paragraph 6 above. Lessor may cancel the automatic renewal term by, at least 15 days before the end of any term, sending the Lessee written notice that Lessor does not want the lease to renew.

**16. ASSIGNMENT.** LESSEE HAS NO RIGHT TO SELL, TRANSFER OR ASSIGN ANY INTEREST IT HAS IN THIS LEASE OR THE EQUIPMENT. LESSOR MAY, WITHOUT NOTICE, SELL, TRANSFER, OR ASSIGN ITS INTEREST IN THIS LEASE, THE EQUIPMENT OR ANY LEASE PAYMENTS OR OTHER SUMS DUE HEREUNDER. If Lessor makes any such assignment or transfer, the new owner will have all of Lessor's rights and benefits but none of Lessor's obligations. The rights of the new owner will not be subject to any claims, defenses, or set-offs that Lessee may have against Lessor. Lessee acknowledges that any assignment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee.

**17. CAPTIONS, CONFLICTS, CHOICE OF LAW, VENUE, NON-JURY TRIAL.** Captions are for convenience only and do not alter the text. The provisions of this Lease are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. This Lease inures to the benefit of and is binding on successors or permitted assigns of Lessor and Lessee. THIS LEASE AND EACH SCHEDULE IS PERFORMABLE IN MASSACHUSETTS AND SHALL BE GOVERNED BY AND SUBJECT TO THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECISIONS OF THE COMMONWEALTH OF MASSACHUSETTS. LESSOR AND LESSEE CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN MASSACHUSETTS, AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. AT LESSOR'S SOLE ELECTION AND DETERMINATION, ANY LEGAL, EQUITABLE, OR ARBITRATION ACTION MAY ALSO BE BROUGHT IN ANY OTHER COURT OF COMPETENT JURISDICTION IN ANY STATE IN WHICH LESSOR HAS AN OFFICE AND LESSEE WAIVES ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. LESSEE, ANY GUARANTOR AND LESSOR EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY SO THAT TRIAL SHALL BE BY AND ONLY TO THE COURT.

**18. ATTORNEY FEES.** LESSEE AND ANY GUARANTOR AGREE TO PAY LESSOR'S REASONABLE ATTORNEY FEES AS DAMAGES AND NOT COSTS IN ALL PROCEEDINGS ARISING OUT OF THE LEASE SUCH PROCEEDINGS INCLUDE, BUT ARE NOT LIMITED TO, ANY CIVIL ACTION, COUNTERCLAIM, MEDIATION, POST-JUDGEMENT COLLECTION, BANKRUPTCY OR APPEAL. REASONABLE ATTORNEY FEES ARE HEREBY STIPULATED AND LIQUIDATED BY ALL PARTIES HERETO AT TWENTY-FIVE PERCENT (25%) OF THE TOTAL AMOUNT PLACED BY LESSOR WITH AN ATTORNEY FOR COLLECTION. AT LESSOR'S SOLE OPTION, LESSOR MAY ELECT TO CHARGE LESSEE AND ANY GUARANTOR THE ACTUAL ATTORNEY FEES CHARGED TO LESSOR IN ALL PROCEEDINGS ARISING OUT OF THE LEASE.

**19. LIABILITY.** Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor against all Claims directly or indirectly arising out of or connected with the Equipment, any lease or any related document or instrument. "Claims" means all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions and suits, whether in contract or in tort, whether caused by Lessor's negligence or otherwise and whether based on a theory of strict liability of Lessor or otherwise, including, but not limited to, matters regarding, (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of Equipment; (b) any latent defects or other defects in Equipment, whether or not discoverable by Lessee; or (c) patent, trademark or copyright infringement.

**20. CREDIT INFORMATION.** LESSEE HEREBY AUTHORIZES LESSOR OR ANY AFFILIATE OF LESSOR TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES, AS LESSOR DEEMS NECESSARY. ON WRITTEN REQUEST, LESSOR WILL INFORM LESSEE WHETHER LESSOR REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPORTING AGENCY THAT FURNISHED A REPORT, WITHOUT FURTHER NOTICE TO LESSEE. LESSOR MAY USE OR REQUEST SUBSEQUENT CREDIT BUREAU REPORTS TO UPDATE ITS INFORMATION OR IN CONNECTION WITH A RENEWAL OR EXTENSION OF LESSEE'S REQUEST FOR LESSOR'S SERVICES. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSACTION AND NOT A CONSUMER TRANSACTION.



This FINANCING STATEMENT is presented for filing pursuant to the Uniform Commercial Code.

1. DEBTOR (LAST NAME FIRST - IF AN INDIVIDUAL) <b>INFORMATION TECHNOLOGY INC.</b>		286138	1A. SOCIAL SECURITY OR FEDERAL TAX NO.
1B. MAILING ADDRESS <b>101 CRAIN HIGHWAY S.E.</b>		1C. CITY, STATE <b>GLEN BURNIE, MD</b>	1D. ZIP CODE <b>210610000</b>
2. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST - IF AN INDIVIDUAL)		2A. SOCIAL SECURITY OR FEDERAL TAX NO.	
2B. MAILING ADDRESS		2C. CITY, STATE	2D. ZIP CODE
3. DEBTOR'S TRADE NAMES OR STYLES (IF ANY)		3A. FEDERAL TAX NUMBER	
4. SECURED PARTY NAME <b>Unisys Corporation</b> MAILING ADDRESS <b>2 Oak Way</b> CITY <b>Berkley Heights</b> STATE <b>NJ</b> ZIP CODE <b>07922</b>		4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY		5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	

6. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required by instruction 4).

All computer products, other equipment, and related items, sold, transferred or delivered to Debtor by Secured Party, now or in the future, together with all accessions, accessories, additions, and attachments thereto, and all substitutions therefor, and all cash and non-cash proceeds of any of the foregoing.

NOT SUBJECT TO A RECORDATION TAX

This filing is to perfect a security interest taken or retained by a seller of collateral to ensure all or part of its price.

7. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	7A. PRODUCTS OF COLLATERAL ARE ALSO COVERED <input checked="" type="checkbox"/>	7B. DEBTOR(S) SIGNATURE NOT REQUIRED IN ACCORDANCE WITH INSTRUCTION 5(a) ITEM <input type="checkbox"/>
8. CHECK IF APPLICABLE <input checked="" type="checkbox"/>	DEBTOR IS A "TRANSMITTING UTILITY" IN ACCORDANCE WITH UCC SECTION 9105 (1) (a) <input type="checkbox"/>	

9. <input checked="" type="checkbox"/>	DATE
SIGNATURE (S) OF DEBTOR (S) <i>GISELA T. TORREJOS</i> PA 4/9/92	
TYPE OR PRINT NAME (S) OF DEBTOR (S) <b>INFORMATION TECHNOLOGY INC.</b>	
SIGNATURE (S) OF SECURED PARTY (IES) <i>Priscilla Freitas</i>	
TYPE OR PRINT NAME (S) OF SECURED PARTY (IES) <b>Unisys Corporation</b>	
11. RETURN COPY TO:	
NAME ADDRESS CITY STATE ZIP CODE	<b>DATA FILE SERVICES, INC. P.O. BOX 275 VAN NUYS, CA 91408-0275 TEL: (818)909-2200 FAX: (818)909-4717</b>

10. THIS SPACE FOR USE OF FILING OFFICER (DATE, TIME, FILE NUMBER AND FILING OFFICER)
RECORD FEE 11.00 POSTAGE .50 #417990 C489 R02 T14:09 04/17/92 MARY M. ROSE AA CO. CIRCUIT COURT
(79)

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name HOMESTEAD MORTGAGE, INC.

286137

Address 8028 RITCHIE HWY, SUITE 207, PASADENA, MD 21122

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION

RECORD FEE 13.00

POSTAGE .50

#418300 C489 R02 T14:32

04/17/92

Address The Beaumont Building, P.O. Box 9104

Framingham, MA 01701

MARY H. ROSE

AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

L# 232964

INTER-TEL ESP 2460 TELEPHONE SYSTEM: 1 KSU, 3 COU  
Line Cards, 3 Co lightning protectors, 6 Station  
A Cards, 21 8Btn keysets, 12 24 Btn Keysets w/LCD  
1 DSS/BLF console, 18 Arcnet coaxle, 10 cable Runs

Name and address of Assignee

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 12-108(K)5

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

DULY AUTHORIZED TO SIGN SEE ATTACHED COPIES OF LEASE

*[Signature]*  
(Signature of Debtor) Lessee

HOMESTEAD MORTGAGE, INC.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor) Lessee

\_\_\_\_\_  
Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

*[Signature]*  
(Signature of Secured Party) Lessor

C.A. LEAVENS  
Type or Print Above Signature on Above Line

B<sup>00</sup>D

**Eaton Financial Corporation** ("LESSOR")  
 A subsidiary of AT&T Capital Corporation  
 10000 Belmont Building • P.O. Box 9104 • Framingham, MA 01701

LEASE NUMBER	030964
CUSTOMER NUMBER	
APPROVAL NUMBER	3048662
PROGRAM NAME	

BOOK 579 PAGE 432

<p>COMPLETE LEGAL NAME AND FULL ADDRESS OF LESSEE ("LESSEE")</p> <p>Homestead Mortgage, Inc.              8028 Ritchie Highway, Suite 207              Pasadena, MD 21122</p> <p>Debbie Talbott (410) 760-2800              PERSON TO CONTACT TELEPHONE NO</p>	<p>NAME AND FULL ADDRESS OF THE SUPPLIER OF EQUIPMENT ("SUPPLIER")</p> <p>INTER-TEL/TELCOA              10219 Southard Drive              Beltsville, MD 20705</p> <p>Marianne Grasse (301) 937-1880              SALESPERSON TELEPHONE NO</p>
--	--

SCHEDULE OF EQUIPMENT LEASED ("Equipment") (include make, year, model, identification and model numbers or marks)

INTER-TEL ESP 2460 TELEPHONE SYSTEM:			
1 - Key service unit	660.1000	12 - 24 btn keysets w/LCD	660.3200
1 - Basic + directory software	827-5065	1 - DSS/BLF console	660.3100
3 - COU line cards	660.2300	18 - Archnet coaxle	
3 - CO lightning protectors	PRE-6VSR	10 - Cable runs	
6 - Station A cards	660.2200		
21 - 8 btn keysets	660.3900		

EQUIPMENT TO BE DELIVERED AND LOCATED AT:  
 1120 Benfield Blvd., Suite A, I-97 Business Park, Millersville, MD 21108 ("Equipment Location")

1. SCHEDULE OF LEASE PAYMENTS.

LEASE TERM NUMBER OF MO	NUMBER OF PAYMENTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL MONTHLY LEASE PAYMENT	ADVANCE LEASE PAYMENT REPRESENTING PAYMENT FOR THE FIRST MONTH AND THE LAST	
		LEASE	TAX	OTHER			TOTAL ADVANCE LEASE PAYMENT
60	60	357.71	17.89		375.60	2 MOS \$ 751.20	

ADDITIONAL PROVISIONS: *317000 w/ Debbie Talbott agent. Co. name, billing add., equip. would be firm. print adv to 1st, sub this idatt. Susan Zimmerman*

**2. LEASE.** Lessor leases to Lessee and Lessee leases from Lessor for the lease term specified above and for any extension or renewal thereof (collectively "Term") and on the terms and conditions stated in this agreement ("Lease") the Equipment identified above and in any schedule ("Schedule") incorporating this Lease by reference that the parties agree in writing to make a part of this Lease. The lease of Equipment described in this Lease and the lease of Equipment described in each Schedule shall constitute separate leasing transactions, each of which is referred to herein as a lease.

**3. LEASE PAYMENTS.** The obligation to make Lease Payments begins on the date (as determined by Lessor) when Lessee receives Equipment equal in value to 50% of the estimated cost to Lessor of the Equipment. Lessee shall make Lease Payments, in advance, on the date or dates specified by Lessor in a notice to Lessee. Lease Payments shall be paid at the office of Lessor or at any other place specified by Lessor. Any Security Deposit and/or Advance Lease Payment is due on signing of the lease specifying such amount. The Lease Payments will be adjusted proportionately upward or downward if the actual cost of the Equipment ("Equipment Cost") to Lessor differs from the estimated cost of the Equipment by an amount not to exceed 20%. If any part of a payment is more than five days late, Lessee shall pay a late charge of 10% of the payment, all or a portion of which is late (or such lesser rate as is the maximum rate allowable under applicable law).

**4. NO WARRANTIES.** The Equipment is leased "AS IS". Lessee has selected the Equipment from Supplier prior to requesting Lessor to purchase it and lease it to Lessee. Lessee acknowledges and agrees that Lessor is not a manufacturer or supplier of any Equipment. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT OR COPYRIGHT INFRINGEMENT, TITLE, OR THE LIKE. Lessor transfers to Lessee for the Term the warranties, if any, made by the manufacturer or Supplier to Lessor. Lessee shall comply with and enforce such warranties. Lessor is not liable to Lessee for any modification or rescission of any such warranties.

**5. DELIVERY AND ACCEPTANCE.** Supplier will ship the Equipment directly to Lessee. Lessee shall take delivery and upon installation and acceptance of the Equipment will sign and deliver to Lessor the Delivery and Acceptance Receipt submitted by Lessor. If Lessee has not, within 10 days after delivery of the Equipment, delivered to Lessor written notice of any non-acceptance of the Equipment, specifying the reasons therefor and fully referencing the lease, Lessee shall be deemed to have irrevocably accepted the Equipment under the lease. If Lessee properly rejects the Equipment in accordance with the foregoing, Lessor and Lessee shall be relieved of all obligations or liabilities under the lease. Lessor shall retain any Advance Lease Payment as liquidated damages for loss of a bargain and not as a penalty, and Lessee shall be responsible for paying for the Equipment and fulfilling all other obligations of the buyer under any applicable purchase order. The validity of the lease will not be affected by any delay in Lessee's receipt of the Equipment.

Lessee agrees to all terms and conditions of this Lease, that they are a complete and exclusive statement of its agreement with Lessor and that they may be modified only by written agreement signed by an executive officer of Lessor and not by course of performance, provided, however, that Lessee authorizes Lessor, without notice, to supply omitted information and correct patent errors in any document executed by or on behalf of Lessee. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. LESSEE CERTIFIES THAT IT HAS READ AND RECEIVED A COPY OF THIS LEASE. LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER NOR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF SUPPLIER IS AN AGENT OF LESSOR OR HAS ANY AUTHORITY TO SPEAK FOR OR TO BIND LESSOR IN ANY WAY. LESSOR IS NOT AN AGENT OR REPRESENTATIVE OF SUPPLIER.

LESSOR AND LESSEE HAVE ENTERED INTO THIS LEASE INTENDING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK HEREOF AND ON ALL SCHEDULES. IMPORTANT LIMITATIONS OF LIABILITY ARE CONTAINED ON THE REVERSE SIDE. ALL LEASES HEREUNDER SHALL BE NONCANCELLABLE NET LEASES.

<p>EATON FINANCIAL CORPORATION, LESSOR</p> <p>by <u>[Signature]</u>              Authorized Signature</p> <p>Title <u>My Secretary</u></p> <p>Date <u>3-17-92</u></p>	<p>HOMESTEAD MORTGAGE, INC. LESSEE</p> <p>by <input checked="" type="checkbox"/> <u>[Signature]</u>              Authorized Signature</p> <p>Print Name <u>David E. Roberts</u></p> <p>Title <u>Chief Operating Officer</u></p> <p>Date <u>2/27/92</u></p>
---	--

**RETURN.** Lessee shall install and keep the Equipment in good work- and tear excepted. Anything that Lessee adds, replaces or attaches to the Equip- ment shall be deemed part of the Equipment and the property of Lessor. Lessee shall comply with all laws governing use of the Equipment, hold Lessor harmless against actual or asserted damages and pay all costs and expenses in connection with or arising from any such actual or asserted damage. Lessee shall at its own expense make any changes or additions to the Equipment need- ed to comply with any laws or regulations. Unless Lessee has Lessor's prior written permission to move the Equipment, Lessee will keep and use it only at the Equipment Location. On request, Lessee shall ad- vise Lessor of the exact location of the Equipment. Lessor may for the purpose of inspections, at all reasonable times enter upon any building or place where the Equipment is located and, if in the opinion of Lessor, the Equipment is being used or cared for improperly, without notice, remove it. Unless otherwise agreed in writing, on termination or expiration of the Term, Lessee will immediately return the Equipment to Lessor in as good a condition as received, less normal wear and tear, to any place in the United States Lessor designates. Lessee will prepay expenses of crating and shipping by means Lessor designates and will insure the Equip- ment being shipped for its full replacement value.

**7. FINANCE LEASE STATUS.** The parties agree that if Article 2A - Leases of the Uniform Commercial Code ("Code") is deemed to apply, each lease will be considered a "finance lease." By executing a lease, Lessee acknowledges either that (a) Lessor has informed or advised Lessee, in writing, either previously or by this Lease of (i) the identity of the "supplier," (ii) that Lessee may have rights under the "supply con- tract," and (iii) that Lessee may contact the supplier for a description of any such rights Lessee may have under the supply contract, or (b) on or before signing such lease, Lessee has reviewed and approved the supply contract covering the Equipment purchased from the supplier. Terms in this Paragraph 7 set off in quotation marks when used for the first time herein shall have the meanings ascribed to such terms by the Code.

**8. LESSEE WARRANTIES; SURVIVAL.** Lessee represents, warrants and covenants to Lessor that: (a) unless it is an individual, Lessee is validly existing and in good standing under applicable state law; (b) Lessee has the power and authority to enter into this Lease, all leases and all other related documents hereunder (collectively, "Fundamental Agreements"); (c) such Fundamental Agreements are enforceable against Lessee in accordance with their terms; (d) there are no pending or threatened actions or proceedings that could have a material adverse effect on Lessee or any Fundamental Agreement; (e) each Fundamental Agreement shall be effective against all creditors of Lessee under applicable law, including fraudulent con- veyance and bulk transfer laws, and shall raise no presumption of fraud; and (f) Lessee shall furnish Lessor with such financial statements, opinions of counsel, resolutions, and other documents and information as Lessor may reasonably request. Lessee shall be deemed to have reaffirmed the foregoing warranties each time it executes any Fundamental Agreement. All representations, warranties and covenants made by Lessee under a Fundamental Agreement shall survive the termination of the lease and shall remain in full force and effect. All of Lessor's rights, privileges, and indemnities, to the extent they are fairly attributable to events or conditions occurring or existing on or prior to the termination of the lease, shall survive such termination and be enforceable by Lessor and its successors and assigns. If more than one Lessee is named in a lease, the liability of each shall be joint and several.

**9. INSURANCE.** Throughout the Term Lessee shall maintain (i) property insurance insuring the Equipment for its full replacement value against loss, theft, damage and destruction and naming Lessor as loss payee and (ii) general public liability and third party property insurance naming Lessor as an additional insured. Within 21 days from Lessee's signing a lease, Lessee will provide Lessor with certificates or other evidence of such insurance which shall be in a form, amount and with companies reasonably acceptable to Lessor and shall provide that Lessor shall be given 30 days' prior written notice of any material alteration or cancella- tion thereof. If Lessee does not provide evidence of property insurance acceptable to Lessor, Lessor may, but will not be required to, buy such insurance from an affiliate of Lessor, and add the cost, including any customary charges or fees associated with the placement, maintenance or service of such insurance (col- lectively, "Insurance Charge"), to the Lease Payment amount due from Lessee. Lessee agrees to pay the Insurance Charge in equal installments allocated to each remaining Lease Payment (with interest on such allocations up to the maximum rate permitted by applicable law). Nothing in this Lease creates any insurance relationship between Lessor and any other person or party. Lessor is not required to effect any insurance coverage and Lessor may terminate or allow to lapse any coverage without having any liability to Lessee. Lessee hereby appoints Lessor as Lessee's attorney-in-fact to make claims for, receive payment of, and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equip- ment under any property insurance. In all circumstances, Lessee shall cooperate with Lessor or Lessor's agent with respect to the placement of insurance and processing of claims.

**10. TAXES AND CERTAIN FEES; LESSOR PERFORMANCE; WAIVER.** Lessee shall promptly pay all fees, assessments, taxes and charges governmentally imposed upon the purchase, ownership, posses- sion, leasing, renting, operation, control, use or maintenance of the Equipment, whether assessed against Lessor, Lessee or the Equipment, and relating to the Term, whether due before or after the end of the Term, excluding taxes on or measured by the income of Lessor. All personal property tax, use tax or other tax returns will be filed by Lessor, and Lessee agrees to pay Lessor a fee for processing such payments and filings. Lessor does not have to contest any valuation of, or tax imposed on, the Equipment. If Lessee fails to perform any of its obligations under this Lease, Lessor may perform any act or make any payment that Lessor deems reasonably necessary for the maintenance and preservation of the Equipment or Lessor's interests therein, provided however, that Lessor's performance of any act or payment shall not be deemed a waiver of or release Lessee from, the obligation at issue. All sums so paid by Lessor, together with ex- penses (including legal fees and costs) incurred by Lessor in connection therewith, shall be paid to Lessor by Lessee immediately upon demand. Lessor's failure to require performance in any instance or Lessor's written waiver of any provision shall not waive any other breach of the same or any other provision.

**11. TITLE; RECORDING; NOTICES.** Lessor shall hold title to the Equipment. Lessee will keep the Equip- ment free and clear from any levy, attachment, lien, encumbrance or charge or other judicial process, will give Lessor immediate written notice of any breach of this provision, and will reimburse Lessor for and at Lessor's request, defend Lessor against any loss or damage caused thereby. Unless otherwise provid- ed, the parties agree that this transaction shall be a true lease. However, if this transaction is deemed to constitute a lease for security, Lessee grants Lessor a purchase money security interest in the Equipment and in all attachments, accessions, additions, substitutions, products, replacements, rentals and proceeds (including insurance proceeds) (collectively, "Collateral"). Lessee shall execute and timely deliver to Lessor financing statements or other documents Lessor deems necessary to perfect or protect Lessor's security interest in the Collateral. Lessee authorizes Lessor to file a copy of this Lease or any Schedule as a financ- ing statement and in Lessee's name to execute and file financing statements covering the Collateral. The Equipment is and will remain personal property no matter what its use or attachment to realty, but Lessee will not let it be attached to realty in any way that might cause it to become part of such realty. Lessee shall pay Lessor's fee for lease documentation and processing and for any governmental filings. All notices shall be given in writing and shall be effective when deposited in the U.S. mail, addressed to a party at its address shown on the front page of this Lease or at any other address such party specifies in writing, with first class postage prepaid.

**12. DEFAULT.** Any of the following constitutes a Default: (a) Lessee fails to pay any Lease Payment or any other amount owed to Lessor within 5 days after its due date; (b) Lessee fails to perform or observe any other representation, warranty, covenant, condition or agreement under any lease or any other agree- ment with Lessor and fails to cure such breach within 10 days after notice; (c) any representation or warrant- y made by Lessee hereunder or in any other instrument provided to Lessor by Lessee, proves to be incor- rect in any material respect when made; (d) a proceeding under any bankruptcy, reorganization, arrange- ment of debts, insolvency or receivership law or assignment for benefit of creditors is filed by or against Lessee; (e) Lessee becomes insolvent or fails generally to pay its debts as they become due, or the Equip- ment is levied against, seized, or a bulk sale of Lessee's inventory or assets is about to or has taken place; (f) Lessee voluntarily or involuntarily dissolves or is dissolved, or terminates or is terminated; (g) Lessee's financial condition changes such that in Lessor's opinion, the credit risk of a lease transaction with Lessee is increased; (h) any guarantor dies or revokes a guaranty required by Lessor; (i) any guarantor of any obligations hereunder is the subject of an event listed in clauses (a) through (g) above; or (j) an institution revokes, refuses to honor, or refuses to renew or extend any letter of credit required by Lessor.

**13. REMEDIES.** If a Default occurs, Lessor has the right to exercise any or all of the following remedies:

(a) terminate any or all leases with Lessee; (b) declare all Lease Payments and other amounts under any such lease(s) immediately due and payable; (c) take possession of, or render unusable, any Equipment under any such lease(s) wherever such Equipment may be located, without demand or notice, without any court order or other process of law and without liability to Lessee for any damages occasioned by such action, and no such action shall constitute a termination of any such lease(s); (d) require Lessee to deliver such Equipment to a location designated by Lessor; (e) proceed by court action to enforce performance by Lessee of any such lease(s) and/or recover all damages and expenses incurred by Lessor by reason of any Default; (f) terminate any other agreement that Lessor may have with Lessee; or (g) exercise any other right or remedy available to Lessor at law or in equity. As liquidated damages for loss of a bargain and not as a penalty, and in lieu of any further Lease Payments under any lease(s) so terminated upon Lessor's demand, Lessee shall pay Lessor's Return (as defined in Paragraph 14 below) calculated as of the date of the Default, to Lessor. Also, Lessee shall pay Lessor all costs and expenses (including legal fees and costs) incurred by Lessor in enforcing any of the terms or provisions of any such lease(s). Upon repossession or surrender of any such Equipment, Lessor shall have the right to lease, sell or otherwise dispose of such Equipment in a commercially reasonable manner, with or without notice at public or private sale, and apply the net proceeds thereof (after deducting all expenses (including legal fees and costs) in- curred in connection therewith) to the amounts owed to Lessor hereunder, provided however, that Lessee shall remain liable to Lessor for any deficiency that remains after any sale, lease or other disposal of such Equipment. Lessee agrees that with respect to any notice of a sale required by law to be given 10 days notice shall constitute reasonable notice. These remedies are cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity, and may be enforced concurrently therewith. Any delay or failure to enforce Lessor's rights hereunder does not prevent Lessor from enforcing any rights at a later time. Lessor, at its option, may apply any security deposit or advance payment monies against Lessee's obligations hereunder.

**14. RISK OF LOSS.** Lessee bears the risk of loss, theft or damage to the Equipment (collectively, "Loss"), effective on shipment for delivery to Lessee. Lessee will advise Lessor in writing within 10 days of any Loss. Except as provided below, a Loss does not relieve Lessee of the obligation to make Lease Payments and pay other amounts owed under a lease. In the event of Loss, Lessor, at its option, may: (a) require Lessee, where practicable, to restore the Equipment to good condition reasonably satisfactory to Lessor; or (b) require Lessee to pay Lessor its anticipated return ("Lessor's Return"), which shall consist of the following amounts: (i) the Lease Payments (and other amounts) due and owing under the lease at the time of such Loss, plus (ii) all Lease Payments from the date of such Loss to the end of the Term, plus (iii) the Casualty Value of such Equipment. "Casualty Value" is determined by multiplying the Casualty Percentage by the Equip- ment Cost. Unless another percentage is specified in Additional Provisions in Paragraph 1 above, other- wise provided hereunder, the "Casualty Percentage" is 20%. In the event that any amount calculated hereunder is required under applicable law to be discounted to present value, it shall be so discounted at a rate of 5% per annum. With respect to Equipment subject to a Loss, upon Lessor's full receipt of such Lessor's Return: (i) the lease shall terminate; (ii) Lessee shall be relieved of its obligations under the lease, and (iii) Lessee shall be entitled to Lessor's interest in such Equipment "AS IS, WHERE IS," and without any warranty, express or implied from Lessor, other than the absence of any liens by, through, or under Lessor.

**15. NONCANCELLABLE NET LEASE; AUTOMATIC RENEWAL.** THIS LEASE AND ALL SCHEDULES HERETO SHALL BE NONCANCELLABLE NET LEASES. LESSEE HAS AN UNCONDITIONAL OBLIGA- TION TO PAY ALL LEASE PAYMENTS AND OTHER AMOUNTS WHEN DUE. LESSEE IS NOT ENTITLED TO ABATEMENTS, REDUCTIONS, RECOUPMENTS, CROSS CLAIMS, COUNTERCLAIMS OR ANY OTHER DEFENSES TO ANY LEASE PAYMENTS OR OTHER AMOUNTS DUE HEREUNDER, WHETHER THOSE DEFENSES ARISE OUT OF CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNEE, SUPPLIER, THIS LEASE, ANY OTHER LEASE, OR OTHERWISE, NEITHER DEFECTS IN EQUIP- MENT, DAMAGE TO IT, NOR ITS LOSS, THEFT, DESTRUCTION OR LATE DELIVERY SHALL TERMINATE THIS OR ANY OTHER LEASE, OR RELIEVE LESSEE OF ITS PAYMENT OBLIGATIONS HEREUNDER. Each lease automatically renews for additional 12 month terms unless Lessee, at least 60 days before the end of the Term, sends Lessor written notice that it does not want to renew it, and at the end of the Term returns the Equipment to Lessor as provided in Paragraph 6 above. Lessor may cancel the automatic renewal term by, at least 15 days before the end of any term, sending the Lessee written notice that Lessor does not want the lease to renew.

**16. ASSIGNMENT.** LESSEE HAS NO RIGHT TO SELL, TRANSFER OR ASSIGN ANY INTEREST IT HAS IN THIS LEASE OR THE EQUIPMENT. LESSOR MAY WITHOUT NOTICE SELL, TRANSFER OR ASSIGN ITS INTEREST IN THIS LEASE, THE EQUIPMENT OR ANY LEASE PAYMENTS OR OTHER SUMS DUE HEREUNDER. If Lessor makes any such assignment or transfer, the new owner will have all of Lessor's rights and benefits but none of Lessor's obligations. The rights of the new owner will not be subject to any claims, defenses, or set-offs that Lessee may have against Lessor. Lessee acknowledges that any assign- ment or transfer by Lessor shall not materially change Lessee's duties or obligations under this Lease nor materially increase the burdens or risks imposed on Lessee.

**17. CAPTIONS, CONFLICTS, CHOICE OF LAW, VENUE, NON-JURY TRIAL.** Captions are for conve- nience only and do not alter the text. The provisions of this Lease are severable and the remainder shall not be affected if any provision is held unenforceable, invalid or illegal. This Lease inures to the benefit of and is binding on successors or permitted assigns of Lessor and Lessee. THIS LEASE AND EACH SCHEDULE IS PERFORMABLE IN MASSACHUSETTS AND SHALL BE GOVERNED BY AND SUB- JECT TO THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) AND DECIS- IONS OF THE COMMONWEALTH OF MASSACHUSETTS. LESSOR AND LESSEE CONSENT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURT LOCATED WITHIN MASSACHUSETTS, AND WAIVE ANY OBJECTION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. AT LESSOR'S SOLE ELECTION AND DETERMINATION, ANY LEGAL, EQUITABLE, OR ARBITRA- TION ACTION MAY ALSO BE BROUGHT IN ANY OTHER COURT OF COMPETENT JURISDIC- TION IN ANY STATE IN WHICH LESSOR HAS AN OFFICE AND LESSEE WAIVES ANY OBJEC- TION RELATING TO IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY PROCEEDING IN ANY SUCH COURT. LESSEE, ANY GUARANTOR AND LESSOR EX- PRESSLY WAIVE ANY RIGHT TO A TRIAL BY JURY SO THAT TRIAL SHALL BE BY AND ONLY TO THE COURT.

**18. ATTORNEY FEES.** LESSEE AND ANY GUARANTOR AGREE TO PAY LESSOR'S REASONABLE ATTORNEY FEES AS DAMAGES AND NOT COSTS IN ALL PROCEEDINGS ARISING OUT OF THE LEASE. SUCH PROCEEDINGS INCLUDE, BUT ARE NOT LIMITED TO, ANY CIVIL ACTION, COUNTER CLAIM, MEDIATION, POST-JUDGEMENT COLLECTION, BANKRUPTCY OR APPEAL. REASONABLE ATTORNEY FEES ARE HEREBY STIPULATED AND LIQUIDATED BY ALL PARTIES HERETO AT TWENTY FIVE PER CENT (25%) OF THE TOTAL AMOUNT PLACED BY LESSOR WITH AN ATTORNEY FOR COLLECTION, AT LESSOR'S SOLE OPTION. LESSOR MAY ELECT TO CHARGE LESSEE AND ANY GUARANTOR THE ACTUAL ATTORNEY FEES CHARGED TO LESSOR IN ALL PROCEEDINGS ARISING OUT OF THE LEASE.

**19. LIABILITY.** Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor against all Claims directly or indirectly arising out of or connected with the Equipment, any lease or any related docu- ment or instrument. "Claims" means all losses, liabilities, damages, penalties, expenses (including legal fees and costs), claims, actions and suits, whether in contract or in tort, whether caused by Lessor's negligence or otherwise and whether based on a theory of strict liability of Lessor or otherwise, including, but not limited to, matters regarding: (a) the selection, manufacture, purchase, acceptance, rejection, ownership, delivery, lease, possession, maintenance, use, condition, return or operation of Equipment; (b) any latent defects or other defects in Equipment, whether or not discoverable by Lessee; or (c) patent, trademark or copyright infringement.

**20. CREDIT INFORMATION.** LESSEE HEREBY AUTHORIZES LESSOR OR ANY AFFILIATE OF LESSOR TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES, AS LESSOR DEEMS NECESSARY, ON WRITTEN REQUEST. LESSOR WILL INFORM LESSEE WHETHER LESSOR REQUESTED A CONSUMER CREDIT REPORT AND THE NAME AND ADDRESS OF ANY CONSUMER CREDIT REPOR- TING AGENCY THAT FURNISHED A REPORT, WITHOUT FURTHER NOTICE TO LESSEE. LESSOR MAY USE OR REQUEST SUBSEQUENT CREDIT BUREAU REPORTS TO UPDATE ITS INFORMATION OR IN CONNECTION WITH A RENEWAL OR EXTENSION OF LESSEE'S REQUEST FOR LESSOR'S SERVICES. LESSEE REPRESENTS AND WARRANTS THAT THIS IS A COMMERCIAL AND BUSINESS TRANSAC- TION AND NOT A CONSUMER TRANSACTION.

STATE OF MARYLAND

BOOK 579 PAGE 434

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 286139

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR Lessee

Name PLEASANT LIVING CONVALESCENT CENTER

Address 144 WASHINGTON ROAD, EDGEWATER, MD 21037

RECORD FEE 13.00  
POSTAGE .50  
#418310 C499 R02 T14:32  
04/17/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT

2. SECURED PARTY Lessor

Name EATON FINANCIAL CORPORATION

Address The Beaumont Building, P.O. Box 9104

Framingham, MA 01701

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list) L# 227868

- 1 WHIRPOOL BATHING SYSTEM #14721050XR
- 1 LIFT HYGIENE CHAIR #316681

Name and address of Assignee

This transaction is not intended by the parties as a secured transaction; Filing is only intended to make this transaction a matter of public record.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Not subject to Recordation Tax pursuant to Maryland Annotated Code Article 12-108(K)5

DULY AUTHORIZED TO SIGN SEE ATTACHED COPY OF LEASE

Susan Zitterman  
(Signature of Debtor) Lessee

PLEASANT LIVING CONVALESCENT CENTER  
Type or Print Above Name on Above Line

(Signature of Debtor) Lessee

Type or Print Above Signature on Above Line

EATON FINANCIAL CORPORATION

[Signature]  
(Signature of Secured Party) Lessor

C.H. LEAVERS  
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

13:00 30

FILING OFFICER COPY



**Eaton Financial Corporation**  
A subsidiary of AT&T Capital Corporation

The Beaumont Building • P.O. Box 9104 • Framingham, MA 01701

("LESSOR")

BOOK 579 PAGE 435

LEASE NUMBER	227868
CUSTOMER NUMBER	227868
APPROVAL NUMBER	005240517
PROGRAM NAME	

COMPLETE LEGAL NAME AND FULL ADDRESS OF LESSEE ("LESSEE")		NAME AND FULL ADDRESS OF THE SUPPLIER OF EQUIPMENT ("SUPPLIER")	
PLEASANT LIVING CONVALESCENT CENTER 144 WASHINGTON ROAD EDGEWATER MD 21037		ARJO-CENTURY INC XXX BALTIMORE MD 21200	
(410) 956-5000		JIM HEDRICK (301) 776-4690	
PERSON TO CONTACT	TELEPHONE NO.	SALESPERSON	TELEPHONE NO.

SCHEDULE OF EQUIPMENT LEASED ("Equipment") (include make, year, model, identification and model numbers or marks)

SEE ADDENDUM ATTACHED

EQUIPMENT TO BE DELIVERED AND LOCATED AT:

144 WASHINGTON ROAD EDGEWATER MD 21037 ("Equipment Location")

SCHEDULE OF LEASE PAYMENTS	LEASE TERM NO. OF MO	NUMBER OF PMTS	AMOUNT OF EACH LEASE PAYMENT			TOTAL MONTHLY LEASE PAYMENT	ADVANCE LEASE PAYMENT REPRESENTING PAYMENT FOR THE FIRST MONTH AND FOR THE LAST	SECURITY DEPOSIT
			LEASE	TAX	OTHER			
	36	36	296.21	14.81		311.02	\$ 1	

ADDITIONAL PROVISIONS: 313006 - w/Barbsale, olm. co. name, billing address (QUIP 100) - m. pymt. adv. sig. HHL date, equip. Susan Zitterman he worth. to sign

**LEASE.** Lessor leases to Lessee and Lessee leases from Lessor for the lease term specified above and for any extension or renewal thereof (collectively "Term") and on the terms and conditions set forth in this agreement ("Lease") the Equipment identified above and in any schedule ("Schedule") incorporating this Lease by reference that the parties agree in writing to make a part of this lease. The lease of Equipment described in this Lease and the lease of Equipment described in each Schedule shall constitute separate leasing transactions, each of which is referred to herein as a lease.

**LEASE PAYMENTS.** The obligation to make Lease Payments begins on the date (as determined by Lessor) when Lessee receives Equipment equal in value to 50% of the estimated cost to Lessor of the Equipment. Lessee shall make Lease Payments, in advance, on the date or dates specified by Lessor in a notice to Lessee. Lease Payments shall be paid at the office of Lessor or any other place specified by Lessor. Any Security Deposit and/or Advance Lease Payment is due on signing of the lease specifying such amount. The Lease Payments will be adjusted proportionately upward or downward if the actual cost of the Equipment ("Equipment Cost") to Lessor differs from the estimated cost of the Equipment by an amount not to exceed 20%. If any part of a payment more than five days late, Lessee shall pay a late charge of 10% of the payment, all or a portion of which is late (or such lesser rate as is the maximum rate allowable under applicable law).

**NO WARRANTIES.** The Equipment is leased "AS IS". Lessee has selected the Equipment from Supplier prior to requesting Lessor to purchase it and lease it to Lessee. Lessee acknowledges and agrees that Lessor is not a manufacturer or supplier of any Equipment. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO PATENT OR COPYRIGHT INFRINGEMENT, TITLE, OR THE LIKE. Lessor transfers to Lessee for the Term the warranties, if any, made by the manufacturer or Supplier to Lessor. Lessee shall comply with and enforce such warranties. Lessor is not liable to Lessee for any modification or rescission of any such warranties.

**DELIVERY AND ACCEPTANCE.** Supplier will ship the Equipment directly to Lessee. Lessee shall take delivery and upon installation and acceptance of the Equipment will sign and deliver to Lessor the Delivery and Acceptance Receipt submitted by Lessor. If Lessee has not, within 10 days after delivery of the Equipment, delivered to Lessor written notice of any non-acceptance of the Equipment, specifying the reasons therefor and fully referencing the lease, Lessee shall be deemed to have irrevocably accepted the Equipment under the lease. If Lessee properly rejects the Equipment in accordance with the foregoing, Lessor and Lessee shall be relieved of all obligations or liabilities under the lease. Lessor shall retain any Advance Lease Payment as liquidated damages for loss of a bargain and not as a penalty, and Lessee shall be responsible for paying for the Equipment and fulfilling all other obligations of the buyer under any applicable purchase order. The date of the lease will not be affected by any delay in Lessee's receipt of the Equipment.

Lessee agrees to all terms and conditions of this Lease, that they are a complete and exclusive statement of its agreement with Lessor and that they may be modified only by written agreement signed by an executive officer of Lessor and not by course of performance, provided, however, that Lessee authorizes Lessor, without notice, to supply omitted information and correct patent errors in any document executed by or on behalf of Lessee. LESSEE REPRESENTS AND WARRANTS THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES. LESSEE CERTIFIES THAT IT HAS READ AND RECEIVED A COPY OF THIS LEASE.

LESSEE UNDERSTANDS AND AGREES THAT NEITHER SUPPLIER NOR ANY SALESPERSON OR OTHER AGENT OR EMPLOYEE OF SUPPLIER IS AN AGENT OF LESSOR OR HAS ANY AUTHORITY TO SPEAK FOR OR TO BIND LESSOR IN ANY WAY. LESSOR IS NOT AN AGENT OR REPRESENTATIVE OF SUPPLIER.

LESSOR AND LESSEE HAVE ENTERED INTO THIS LEASE INTENDING TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH ON THE FRONT AND BACK HEREOF AND ON THE ATTACHED SCHEDULES. IMPORTANT LIMITATIONS OF LIABILITY ARE CONTAINED ON THE REVERSE SIDE. ALL LEASES HEREUNDER SHALL BE NONCANCELLABLE NET LEASES.

EATON FINANCIAL CORPORATION LESSOR  
  
 Authorized Signature  
 Date: 5-11-92

PLEASANT LIVING CONVALESCENT CENTER LESSEE  
 by    
 Authorized Signature  
 Print Name: Robert G. Owens  
 Title: Administrator  
 Date: December 24, 1991

2021-8/91

FILING OFFICER COPY

6. CONDITION USE LOCATION RETURN. The Lessee shall use the Equipment in strict compliance with the terms and conditions of the Lease Agreement and shall not use the Equipment for any purpose other than that intended by the Lessor. The Lessee shall not use the Equipment for any purpose that is prohibited by law or that would result in the Equipment being used in violation of any applicable laws, regulations, or ordinances. The Lessee shall not use the Equipment for any purpose that would result in the Equipment being used in violation of any applicable laws, regulations, or ordinances. The Lessee shall not use the Equipment for any purpose that would result in the Equipment being used in violation of any applicable laws, regulations, or ordinances.

7. FINANCE LEASE STATUS. This Lease Agreement is a finance lease as defined in the Uniform Commercial Code. The Lessor shall retain title to the Equipment until the Lessee has paid all amounts due under this Lease Agreement. The Lessee shall not be deemed to have acquired title to the Equipment until the Lessee has paid all amounts due under this Lease Agreement. The Lessee shall not be deemed to have acquired title to the Equipment until the Lessee has paid all amounts due under this Lease Agreement.

8. LESSEE WARRANTIES SURVIVAL. The Lessee warrants that the Equipment is free from all liens, claims, and other encumbrances. The Lessee warrants that the Equipment is free from all liens, claims, and other encumbrances. The Lessee warrants that the Equipment is free from all liens, claims, and other encumbrances. The Lessee warrants that the Equipment is free from all liens, claims, and other encumbrances. The Lessee warrants that the Equipment is free from all liens, claims, and other encumbrances.

9. INSURANCE. The Lessee shall maintain property insurance covering the Equipment for its full replacement value against fire, theft, and other perils. The Lessee shall maintain property insurance covering the Equipment for its full replacement value against fire, theft, and other perils. The Lessee shall maintain property insurance covering the Equipment for its full replacement value against fire, theft, and other perils. The Lessee shall maintain property insurance covering the Equipment for its full replacement value against fire, theft, and other perils.

10. TAXES AND CERTAIN FEES LESSOR PERFORMANCE WAIVER. The Lessor shall be responsible for all taxes and certain fees. The Lessor shall be responsible for all taxes and certain fees. The Lessor shall be responsible for all taxes and certain fees. The Lessor shall be responsible for all taxes and certain fees. The Lessor shall be responsible for all taxes and certain fees.

11. TITLE RECORDING NOTICES. The Lessor shall record this Lease Agreement in the public records. The Lessor shall record this Lease Agreement in the public records. The Lessor shall record this Lease Agreement in the public records. The Lessor shall record this Lease Agreement in the public records. The Lessor shall record this Lease Agreement in the public records.

12. DEFAULT. In the event of a default by the Lessee, the Lessor shall have the right to terminate this Lease Agreement. In the event of a default by the Lessee, the Lessor shall have the right to terminate this Lease Agreement. In the event of a default by the Lessee, the Lessor shall have the right to terminate this Lease Agreement. In the event of a default by the Lessee, the Lessor shall have the right to terminate this Lease Agreement.

13. REMEDIES. The Lessor shall have the right to enforce the terms of this Lease Agreement. The Lessor shall have the right to enforce the terms of this Lease Agreement. The Lessor shall have the right to enforce the terms of this Lease Agreement. The Lessor shall have the right to enforce the terms of this Lease Agreement. The Lessor shall have the right to enforce the terms of this Lease Agreement.

14. RISK OF LOSS. Lessee bears the risk of loss, theft or damage to the Equipment. Lessee bears the risk of loss, theft or damage to the Equipment. Lessee bears the risk of loss, theft or damage to the Equipment. Lessee bears the risk of loss, theft or damage to the Equipment. Lessee bears the risk of loss, theft or damage to the Equipment.

15. NONCANCELLABLE NET LEASE AUTOMATIC RENEWAL. This Lease Agreement shall automatically renew for successive terms unless the Lessee gives notice to the Lessor. This Lease Agreement shall automatically renew for successive terms unless the Lessee gives notice to the Lessor. This Lease Agreement shall automatically renew for successive terms unless the Lessee gives notice to the Lessor.

16. ASSIGNMENT. Lessee shall not assign this Lease Agreement without the Lessor's consent. Lessee shall not assign this Lease Agreement without the Lessor's consent. Lessee shall not assign this Lease Agreement without the Lessor's consent. Lessee shall not assign this Lease Agreement without the Lessor's consent.

17. CAPTIONS CONFLICTS CHOICE OF LAW VENUE NON-JURY TRIAL. The provisions of this Lease Agreement shall govern. The provisions of this Lease Agreement shall govern. The provisions of this Lease Agreement shall govern. The provisions of this Lease Agreement shall govern.

18. ATTORNEY FEES. Lessee shall be responsible for all attorney fees.

19. LIABILITY. Lessee shall be liable for all damages caused by the Equipment. Lessee shall be liable for all damages caused by the Equipment. Lessee shall be liable for all damages caused by the Equipment. Lessee shall be liable for all damages caused by the Equipment.

20. CONSTRUCTION OF LEASE AND AMOUNTS DUE HEREUNDER. The Lease shall be construed in favor of the Lessor. The Lease shall be construed in favor of the Lessor. The Lease shall be construed in favor of the Lessor. The Lease shall be construed in favor of the Lessor.

21. CREDIT INFORMATION. Lessee shall authorize the Lessor to obtain credit information. Lessee shall authorize the Lessor to obtain credit information. Lessee shall authorize the Lessor to obtain credit information. Lessee shall authorize the Lessor to obtain credit information.

FILING OFFICER COPY

286141

BOOK 579 PAGE 437

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (XX) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00  
POSTAGE .50

#419330 1489 R02 T15:14

04/20/92



MARY M. ROSE  
AA CO. CIRCUIT COURT

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

ABSE, DAVID I  
P O BOX 453  
EDGEWATER, MD 21037

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

FAUQUIER NATIONAL BANK  
10 COURT HOUSE SQUARE  
WARRENTON, VA 22186

Name & address of Assignee

Date of maturity if less than five years

Check if proceeds of collateral are covered (XX)

Description of collateral covered by original financing statement

A SECURITY INTEREST IN ACCOUNTS RECEIVABLE AS EVIDENCED BY SECURITY AGREEMENT DATED MARCH 11, 1992

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

David I. Abse

The Fauquier National Bank

David I. Abse  
Signature of Debtor if applicable (Date)

3/11/92

Robert W. Sylcox, Vice President  
Signature of Secured Party if applicable (Date)

3/11/92

FILING OFFICER COPY

Revised 7-1-82

FINANCING STATEMENT FORM UCCT 286142

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers' Bus Service, Inc.  
Address 103 Wells Avenue, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 25 S. Charles Street/101-460  
Baltimore, MD 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and improvements thereto, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

- One (1) new 1988 MCI Model 102A3 Intercity Coach  
S/N 1TUFCH8A9JR006633
- One (1) new 1989 Prevost Model L Mirage XL motor coach  
S/N 2P9L33405K1001934
- One (1) new 1991 Prevost Le Mirage XL motor coach  
S/N 2P9L33407M1001873

RECORD FEE 11.00  
POSTAGE .30  
MID1110 0121 703 1647  
04/20/92



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Hubers' Bus Service, Inc.

William J. Hubers Pres  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

First Maryland Leasecorp

William R. Brown Asst VP  
(Signature of Secured Party)

William R. Brown, Assistant Vice President  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-286143

AA Co. BOOK 579 PAGE 413 CM 13

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hubers II, Inc. Address B & A Blvd. & Bremer Drive, Glen Burnie, MD 21061

2. SECURED PARTY

Name First Maryland Leasecorp Address 25 S. Charles Street/101-460 Baltimore, Maryland 21201

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attached Exhibit A for UCC Language and Equipment List.

Name and address of Advertiser #121150 C91 R/S T... MARY H. ROSE

RECORD FEE 11.00

AA CO. CIRCUIT COURT



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Hubers II, Inc. (Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

First Maryland Leasecorp

(Signature of Secured Party)

William R. Brown, Assistant Vice President

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

Handwritten initials: W.R.B.

The herein described property and all additions, attachments, replacement parts, substitutions, trade-ins, and improvements thereto, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing.

One (1) used 1977 TMC motor coach S/N 1656

One (1) new 1986 International Model 1853 school bus.  
S/N 1HVLPUXM3GHA34385 with a 66 passenger Thomas school bus body.

One (1) new 1987 International Model 1853 school bus.  
S/N 1HVLPUXP1HH467583 with a 66 passenger Thomas school bus body.

One (1) 1987 International Model 1853 school bus.  
S/N 1HVLPUXP5HH502111 with a 66 passenger Thomas school bus body.

One (1) 1987 International Model 1853 school bus.  
S/N 1HVLPUXP3HH502110 with a 66 passenger Thomas school bus body.

Two (2) 1987 International Model 1853 school bus  
S/N's 1HVLPUXP7HH502112, 1HVLPUXP9HH502113 with 66 passenger Thomas  
School bus bodies.

Two (2) used 1981 Ford Model B700 school buses S/N 1FDWJ74N1BVJ33712 and 1FDWJ74NOBVJ33717 with  
66 passenger Thomas school bus bodies.

Four (4) new 1989 International Model 1853 school buses

S/N's 1HVLPCFM6KH666623  
1HVLPCFM9KH654983  
1HVLPCFMOKH666620  
1HVLPCFM2KH666621

with 66 passenger Thomas school bus bodies.

One (1) used 1975 MCI Model MC8 motor coach S/N S11213

Four (4) new 1990 International Model 3800 school buses

S/N's 1HVBBCFP1LH259721      1HVBBCFP3LH259722  
1HVBBCFP8LH259733      1HVBBCFP1LH259735

JEA.

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated Apr 10, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name B.E.K. Enterprises, Inc.
Address 8375 Jumpers Hole Road Suite 302 Millersville, Md 21108

2. SECURED PARTY

Name Bobcat of Baltimore, Inc.
Address 1415 Bush St. Suite 140
Baltimore, Md. 21230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One Melroe Bobcat S/N 508616910
Model 753 with flotation tires
and 60" bucket w/teeth

Name and address of Assignee
CLARK CREDIT CORPORATION
500 CIRCLE DRIVE
BUCHANAN, MI 49107-1395



MARY H. ROSE
PA. CO. CIRCUIT COURT

\* This covers a Conditional Sales Contract

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

B.E.K. Enterprises, Inc.
Kenneth R. Hoffman
(Signature of Debtor)

KENNETH R. HOFFMAN
Type or Print Above Name on Above Line

Kenneth R. Hoffman Sec/Treas.
(Signature of Debtor)

Type or Print Above Signature on Above Line

Bobcat of Baltimore, Inc.
Donald Chatman
(Signature of Secured Party)

Donald Chatman President
Type or Print Above Signature on Above Line

1150

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286145 BOOK 579 PAGE 442

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated April 2, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name W.W. ADCOCK, INC.
Address 305 Najoles Rd., Millersville, Maryland 21108

2. SECURED PARTY

Name CENTURY PRODUCTS, INC.
Address 171 Medford St., Malden, Massachusetts
Thomas M. Camp, Esq., Hutchins & Wheetler 101 Federal St., Boston
Person And Address To Whom Statement Is To Be Returned If Different From Above. MA 02110

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (list)

All Inventory delivered by Secured Party to Debtor; and all tangible and intangible personal property of Debtor, including without limitation, all Equipment, Inventory, Chattel Paper, Documents, Instruments, General Intagibles and Accounts, in each case as now existing and as hereafter acquired or arising and all products and proceeds of the foregoing.

Name and address of Assignee



CHECK THE LINES WHICH APPLY

- 6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

To be filed in the Office of the Clerk of the Circuit Court of the County

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

BY: [Signature] W.W. ADCOCK, INC. (Signature of Debtor)

CENTURY PRODUCTS, INC.

Type or Print Above Name on Above Line

(Signature of Debtor)

BY: (Signature of Secured Party)

Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ EXEMPT

If this statement is to be recorded in land records check here.

This financing statement Dated As of 4/7/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JOHN E. MARTIN, dba JEM VENDING
Address 696 W. MAPLE ROAD LINTHICUM HEIGHTS, MARYLAND 21090

2. SECURED PARTY

Name NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION
Address 12955 ENTERPRISE WAY BRIDGETON, MISSOURI 63044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

TWO (2) NATIONAL SERIES VENDING MACHINES: 89648. 2-148-02/148-018420, 148-018421 SHPD. 3/18/92.

Name and address of Assignee

INVOICE# 84857



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

JOHN E. MARTIN, dba JEM VENDING
[Signature]
(Signature of Debtor)

JOHN E. MARTIN Owner
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

NATIONAL VENDORS, A DIVISION OF UNIDYNAMICS CORPORATION
[Signature]
(Signature of Secured Party)

DANIEL F. GREEN, MANAGER
Type or Print Above Signature on Above Line

*Approved  
Accountant  
11.50*

✓

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. LESSEE: The Beach Club Limited Partnership  
(Name or Names)  
305 East Furnace Branch Road, Glen Burnie, Maryland 21060  
(Address) CFSL 5164
- LESSEE: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.  
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Chesapeake Federal Savings & Loan Association  
Of LESSOR: \_\_\_\_\_ (Name or Names)  
2001 E. Joppa Rd. Baltimore, Maryland 21234  
(Address)

4. This financing Statement covers the following types (or items) of property:

1 - Ryan Aerator Model G-A30

Equipment Location: 9715 Deer Park Drive  
Berlin, Maryland 21811



5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE	LESSOR
<u>The Beach Club Limited Partnership</u>	<u>Chesapeake Industrial Leasing Co., Inc.</u>
By: <u>[Signature]</u> (Title)	By: <u>[Signature]</u> Credit Manager (Title)
<u>FJS Management Company-General Partner</u> (Type or print name of signer)	<u>Donald A. Lounsbury</u> (Type or print name of signer)
By: _____ (Title)	Return to: <u>Chesapeake Industrial Leasing Co., Inc.</u> <u>9506 Harford Road</u> <u>Baltimore, MD 21234</u>
_____ (Type or print name of signer)	

*12.50*



**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code

<p>DEBTOR (Last Name First if a Person) <u>C43682912</u>                  NAME</p> <p>1A <b>PHILBRICK, CHARLES A.</b>                  MAILING ADDRESS <b>955 AQUA CT.</b>                  CITY <b>ANNAPOLIS, MD 21401</b>                  STATE</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person) <u>286148</u>                  NAME</p> <p>1B <b>PHILBRICK, LAURALEE M.</b>                  MAILING ADDRESS <b>955 AQUA CT.</b>                  CITY <b>ANNAPOLIS, MD 21401</b>                  STATE</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)                  NAME</p> <p>1C                  MAILING ADDRESS                  CITY STATE</p> <p>* SECURED PARTY (Last Name First if a Person)                  NAME</p> <p>2A <b>CHRYSLER FIRST COMMERCIAL CORP.</b>                  MAILING ADDRESS <b>7000 CENTRAL PARKWAY. SUITE 1400</b>                  CITY <b>ATLANTA, GA 30346</b>                  STATE</p> <p>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)                  NAME</p> <p>2B                  MAILING ADDRESS                  CITY STATE</p> <p>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)                  NAME</p> <p>3                  MAILING ADDRESS                  CITY STATE</p>	<p>THIS SPACE FOR USE OF FILING OFFICER                  Date, Time, Number &amp; Filing Office</p> <p align="center">BOOK <b>579</b> PAGE <b>445</b></p> <p align="right">RECORD FEE <b>11.00</b>                  #122040 2191 703 710414                  04/21/92                  HARY N. ROSE                  144 CO. CIRCUIT COURT</p> <p align="center"><b>BL</b> <b>CLERN</b></p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUDIT</td> <td style="width:50%;">UPDATE</td> </tr> <tr> <td colspan="2">VALIDATION INFORMATION</td> </tr> </table>	AUDIT	UPDATE	VALIDATION INFORMATION	
AUDIT	UPDATE				
VALIDATION INFORMATION					

4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11" 4-13-97  
**MATURITY DATE**

USED 88 FOUNTAIN 10 METER  
 BOAT SERIAL #: FGQ10199B888  
 USED 88 T/MERCUSIERS 10 METER  
 MOTOR SERIAL #: B860152 B860192  
 USED 88 EAGLE CUSTOM 12DBC343XI1108981

<p>5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.</p> <p>6. Filed with <u>Anne Arundel County</u>                  SECRETARY OF STATE</p> <p>8. (Check <input checked="" type="checkbox"/> ) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S. have been paid.                  (Check <input checked="" type="checkbox"/> ) Florida Documentary Stamp Tax is not required.</p> <p>9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so)  <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state  <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected  <input type="checkbox"/> as to which the filing has lapsed  <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the debtor or secured party</p>	<p>7. No of additional Sheets presented</p> <p>10. (Check <input type="checkbox"/> if so)  <input type="checkbox"/> Debtor is a transmitting utility  <input type="checkbox"/> Products of collateral are covered</p> <p>11. SIGNATURE(S) OF DEBTOR(S)  <u>Charles A. Philbrick</u> 04/07/92</p> <p>12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  <u>Lauralee M. Philbrick</u>  <u>Chrysler First Commercial Corp</u>  <u>M. Levens</u></p>
--	---

13. Return copy to

NAME	<u>Chrysler First</u>
ADDRESS	<u>PO BOX 468029</u>
CITY	<u>Atlanta</u>
STATE	<u>GA</u>
ZIP CODE	<u>30346</u>

NAME AND ADDRESS OF PREPARER  
**CHRYSLER FIRST COMMERCIAL CORP.**  
 P. O. BOX 468029  
 ATLANTA, GA 30346-8029

STATE OF MARYLAND

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FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 50,000.00

If this statement is to be recorded in land records check here.

Recordation Tax paid to Howard County in the amount of \$350.00.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C & S Faulkner, Inc.

Address 6520 Hanover Road, Hanover, Maryland 21076

2. SECURED PARTY

Name Orix Credit Alliance, Inc.

Address P.O. Box 676, 1331A Ashton Road, Hanover, Maryland 21076

Orix Credit Alliance, Inc., P.O. Box 676, 1331A Ashton Road, Hanover, MD 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."



RECORD FEE 17.00  
RECORD TAX 350.00  
POSTAGE .50  
MAY 11 1995  
MARYLAND  
CREDIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

C & S Faulkner, Inc.

*Tirso Martinez*  
\_\_\_\_\_  
(Signature of Debtor)

Tirso Martinez, President

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Orix Credit Alliance, Inc.

*Laurence F. Kimmel*  
\_\_\_\_\_  
(Signature of Secured Party)

Laurence F. Kimmel

Type or Print Above Signature on Above Line

11  
350.50

300 Lighting Way  
Secaucus, NJ 07096-1525

ORIX CREDIT ALLIANCE, INC.  
270 BROADWAY  
NEW YORK, NEW YORK 10028

SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS

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THIS MORTGAGE made the

5th day of

April, 1992

by and between

C & S Faulkner, Inc., having its principal place of business at

(Name of Mortgagor)

6520 Hanover Road, Hanover, Maryland 21076

(Address of Mortgagor)

C & S Faulkner, Inc.

"Mortgagee";

"Mortgagor", and  
[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee").  
and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above  
and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

WITNESSETH:

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if any all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage; the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof; and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage; Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours; and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney at any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisement, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise, and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS

*Howard L. Jester, Jr.*  
Secretary/Witness

C & S Faulkner, Inc. (Seal)  
Mortgagor  
By *Jose Martinez* (Title)

STATE OF Maryland  
COUNTY OF Anne Arundel } SS  
*Jose Martinez*

being duly sworn, deposes and says:

- 1. He is the *President* of C & S Faulkner, Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
- 2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
- 3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
- 4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
- 5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this *7th* day of *April*, 19 *92*  
*Howard L. Jester, Jr.*

(Notarial Seal) NOTARY PUBLIC STATE OF MARYLAND, My Commission Expires May 1, 1993

STATE OF Maryland, COUNTY OF Anne Arundel, SS.  
I, *Howard L. Jester, Jr.*, a Notary Public duly qualified in and for said County and State, do hereby certify that on this *9th* day of *April*, 19 *92* in (Place) *Hanover* in said County, before me personally appeared *Jose Martinez* to me personally well known

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

(For Partnership)  
and known as and to be member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the *President* of *C & S Faulkner* who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at \_\_\_\_\_ that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

*Howard L. Jester, Jr.*  
HOWARD L. JESTER, JR.  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires May 1, 1993

**SCHEDULE "A"**

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This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or \_\_\_\_\_ dated April 9, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
Ten (10)	30 cubic yard open top roll-off containers		16346, 16347, 18721, 18734, 18662, 18664, 18665, 18666, 18715 and 18716
Two (2)	20 cubic yard open top roll-off containers		18825 18734
Twelve (12)	8 cubic yard front end loading containers		VC16635, VC16636, VC16637, VC16638, VC16835, VC16836, VC16837, VC16838, VC16839, VC16840, VC16841, VC16842
Fourteen (14)	6 cubic yard front end loading containers		VC16821, VC16822, VC16823, VC16824, VC16825, VC16826, VC16827, VC16828, VC16829, VC16830, VC16831, VC16832, VC16833, VC16834
Four (4)	4 cubic yard front end loading containers		VC16631, VC16632, VC16633, VC16634
Four (4)	2 cubic yard front end loading containers		VC16627, VC16628, VC16629, VC16630
and all attachments and accessories thereto.			
<p>The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.</p>			

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

**Secured Party/Seller/Mortgagee/Lessor:**

Orix Credit Alliance, Inc.

By: \_\_\_\_\_

**Debtor/Purchaser/Mortgagor/Lessee:**

C & S Faulkner, Inc.

By: \_\_\_\_\_

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING  
FILE NO. 269647

RECORDED IN BOOK 517 PAGE 339 ON SEPTEMBER 8,  
1987.

1. DEBTOR

NAME: RIVA TRACE CORPORATION  
ADDRESS: 2661 RIVA ROAD, HERITAGE OFFICE CENTER  
ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK  
ADDRESS: 122-128 WEST WASHINGTON STREET  
HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY) \_\_\_\_\_

CHECK FORM OF STATEMENT

A. Continuation .....  
The original financing state-  
ment between the foregoing  
Debtor and Secured Party,  
bearing the file number shown  
above, is still effective.

B. Partial Release..... XX  
From the collateral described  
in the financing statement  
bearing the file number shown  
above, the Secured Party  
releases the following:  
SEE BELOW

C. Assignment.....  
The Secured Party certifies  
that the Secured Party has  
assigned to the Assignee whose  
name and address is shown  
below, Secured Party's rights  
under the financing statement  
bearing the file number, shown  
above in the following  
property:

D. Other: .....  
(Indicate whether amendment,  
nation, etc.)



RECORDING FEE 10.00  
STAGE  
RECORDING CLERK TERRY L. SHRIVER  
MAY 16 1992  
NO. 00, STREET COURT

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 AS SHOWN ON  
A PLAT ENTITLED "RESUBDIVISION OF RESERVE PARCEL "B" RIVA  
TRACE SECTION 2 WINTER'S CHASE, WHICH PLAT IS RECORDED AMONG  
THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 106, PAGES 17  
AND 18".

\_\_\_\_\_  
(Signature of Debtor)

Richard W. Phoebus  
(Signature of Secured Party)

\_\_\_\_\_  
Printed Name

RICHARD W. PHOEBUS  
Type or print above name on  
above line

Date April 1, 1992

RTrace.3UCC

103

AFTER RECORDING RETURN TO:  
TERRY L. SHRIVER  
MILES & STOCKBRIDGE  
600 WASHINGTON AVENUE  
TOWSON, MARYLAND 21204

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE,  
ASSIGNMENT, ETC.--FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING  
FILE NO. 271075

RECORDED IN LIBER 521 PAGE 349 ON DECEMBER 29,  
1987.

1. DEBTOR

NAME: RIVA TRACE CORPORATION  
ADDRESS: 2661 RIVA ROAD, HERITAGE OFFICE CENTER  
ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

NAME: HOME FEDERAL SAVINGS BANK  
ADDRESS: 122-128 WEST WASHINGTON STREET  
HAGERSTOWN, MARYLAND 21740

MATURITY DATE OF OBLIGATION (IF ANY) \_\_\_\_\_

CHECK FORM OF STATEMENT

A. Continuation .....  
The original financing state-  
ment between the foregoing  
Debtor and Secured Party,  
bearing the file number shown  
above, is still effective.

B. Partial Release..... XX  
From the collateral described  
in the financing statement  
bearing the file number shown  
above, the Secured Party  
releases the following:  
SEE BELOW

C. Assignment.....  
The Secured Party certifies  
that the Secured Party has  
assigned to the Assignee whose  
name and address is shown  
below, Secured Party's rights  
under the financing statement  
bearing the file number, shown  
above in the following  
property:

D. Other: .....  
(Indicate whether amendment,  
nation, etc.)

LOTS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16 AS SHOWN ON  
A PLAT ENTITLED "RESUBDIVISION OF RESERVE PARCEL "B" RIVA  
TRACE SECTION 2 WINTER'S CHASE, WHICH PLAT IS RECORDED AMONG  
THE PLAT RECORDS OF ANNE ARUNDEL COUNTY IN BOOK 106, PAGES 17  
AND 18".

RECORD FEE 10.00  
POSTAGE 1.50  
MARRIAGE COSTS 120.00  
COURT COSTS 100.00

\_\_\_\_\_  
(Signature of Debtor)

Richard W. Phoebus  
(Signature of Secured Party)

\_\_\_\_\_  
Printed Name

RICHARD W. PHOEBUS  
Type or print above name on  
above line

Date April 1, 1992

RTrace.1UCC

105

AFTER RECORDING RETURN TO:  
TERRY L. SHRIVER  
MILES & STOCKBRIDGE  
600 WASHINGTON AVENUE  
TOWSON, MARYLAND 21284

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1 **286150** Identifying File No. 579 PAGE 452

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
--	--

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bowen's Farm Supply, Inc.  
 Address 2550 Riva Road, Annapolis, MD 21401

2. SECURED PARTY

Name Stull Company & Tri-State Distributing Div. Stull Enterprises, Inc.  
 Address 701 Fourth Avenue, Coraopolis, PA 15108

Person And Address To Whom Statement Is To Be Returned If Different From Above. \_\_\_\_\_

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All present and future inventory consisting of inventory, goods and products together with all parts and accessories and all replacements, substitutions and additions, in the possession, custody or control of debtor which are sold by or distributed by Stull Enterprises, Inc., and its divisions, affiliates and subsidiaries, together with all proceeds thereof, including insurance proceeds.

Name and address of Assignee

DA CO. CIRCUIT COURT



CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
  
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
  
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

**BOWEN'S FARM SUPPLY, INC.**

*Orville H. Bowen*  
 (Signature of Debtor)

Orville H. Bowen, Pres.  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

*Larry R. Weir*  
 (Signature of Secured Party)

Larry R. Weir  
 Type or Print Above Signature on Above Line

*1/10*

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286151

Identifying File No. BOOK 579 PAGE 453

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Manuel John Marques/D/B/A Glen Burnie Lawnmower Shop
Address Rte 9 Box 435 Pasadena, Md 21122

2. SECURED PARTY

Name XXXXXXXXXXXXXXXXXXXX Stull Company & Tri-State Distributing Div. Stull Enterprises, Inc.
Address XXXXXXXXXXXXX 701 Fourth Avenue
XXXXXXXXXXXXXXXXXXXX Coraopolis, PA 15108
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All present and future inventory consisting of inventory, goods and products together with all parts and accessories and all replacements, substitutions and additions, in the possession, custody or control of Stull Enterprises, Inc. and its divisions, affiliates and subsidiaries, together with all proceeds thereof, including insurance proceeds.

Name and address of Assignee
MARY H. ROSE
PA CO. CIRCUIT COURT



CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Manuel John Marques
(Signature of Debtor)

Glen Burnie Lawnmower Shop
Type or Print Above Name on Above Line

Manuel John Marques
(Signature of Debtor)

Manuel John Marques, Owner
Type or Print Above Signature on Above Line

Larry R. Weir
Manuel John Marques
(Signature of Secured Party)

XXXXXXXXXXXXXXXXXXXX Larry R. Weir
Type or Print Above Signature on Above Line

12

**STATEMENT OF PARTIAL RELEASE**  
(U.C.C.-3)

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code and refers to the original Financing Statement filed in the Financing Statement Records of the Clerk of the Circuit Court for Anne Arundel County, Maryland, bearing Identifying File No. 285676, Liber 577, Folio 377, filed on February 14, 1992 (the "Financing Statement").:

- 1. **DEBTOR:** RUPPERT BROTHERS OF MARYLAND, INC.  
479 Jumpers Hole Road, Suite 203  
Severna Park, Maryland 21146
- 2. **SECURED PARTY:** FIRST AMERICAN BANK OF MARYLAND  
8401 Colesville Road  
Silver Spring, Maryland 20910  
Attn: Jeffrey S. Cooper
- 3. **PARTIAL RELEASE.** The Secured Party partially releases the collateral described in item 4 from the Financing Statement.
- 4. All inventory, equipment, and other property as more fully set out in the Bill of Sale between RUPPERT BROTHERS OF MARYLAND, INC. and INFORMATION SYSTEMS CORPORATION, a Virginia corporation, dated March 20, 1992, a copy of which is attached hereto. No other collateral is released.

RECORD FEE 20.00  
POSTAGE .50

MAR 13 1992  
CIRCUIT COURT

Number of additional sheets presented: 4

BL  
CLERK

~~RECORD FEE 20.00  
POSTAGE .50  
TOTAL 20.50~~

**SECURED PARTY:**  
FIRST AMERICAN BANK OF MARYLAND

By: Jeffrey Cooper  
Name: Jeffrey Cooper  
Title: AVP

TO FILING OFFICER: After this Statement has been recorded, please return to:

Joseph H. Carrington, Esquire  
HIRSCHLER, FLEISCHER, WEINBERG, COX & ALLEN, P.C.  
The Federal Reserve Bank Building  
701 East Byrd Street  
Richmond, Virginia 23219

*J.S.*



BILL OF SALE

FOR VALUE RECEIVED, RUPPERT BROTHERS OF MARYLAND, INC., a Maryland corporation (the "Seller"), hereby sells and conveys to INFORMATION SYSTEMS CORPORATION, a Virginia corporation (the "Purchaser"), the Seller's entire right, title and interest in and to the following assets (collectively, the "Assets"): any and all furniture, fixtures, equipment, machinery, supplies, vehicles, and other tangible personal properties of the Seller listed on Exhibit A to that certain Asset Purchase Agreement dated March 20, 1992, by and between the Purchaser and the Seller (the "Asset Purchase Agreement").

All of the representations and warranties made by the Seller in the Asset Purchase Agreement are incorporated herein by this reference and are hereby confirmed and ratified as true and accurate. The Seller represents and warrants that it has good and marketable title to and the right to sell, transfer, and convey to the Purchaser, its successors and assigns, all of the Assets, subject only to those liens held by First American Bank of Maryland and Owens-Corning Fiberglas Corporation, a Delaware corporation (together the "Secured Creditors") or Maryland National Bank.

Each of the Secured Creditors hereby releases any security interest or other interest or claim that it may have in the Assets and joins in the execution of this Bill of Sale solely to evidence such release; provided, however, that the Secured Creditors shall not release any security interest that they may have in the proceeds of the Assets, including but not limited to the purchase price payment to the Seller as paid under the Asset Purchase Agreement, which represents proceeds of the Assets arising from the sale of the Assets to the Purchaser. Each of the Secured Creditors shall promptly take such actions and shall promptly execute and deliver to the Purchaser statements under the Uniform Commercial Code to completely release their security interests in the Assets.

WITNESS the following signatures this 20th day of March, 1992.

SELLER:

RUPPERT BROTHERS OF MARYLAND, INC.,  
a Maryland corporation

By: D. H. P. Ruppert

Title: Pres

PURCHASER:

INFORMATION SYSTEMS CORPORATION,  
a Virginia corporation

By: Robert Paulis  
Title: Pres

SECURED CREDITORS:

FIRST AMERICAN BANK OF MARYLAND,

By: Jeffrey L. Cooper  
Title: AVP

OWENS-CORNING FIBERGLAS  
CORPORATION, a Delaware corporation

By: C. Jackson Snyder  
Title: C. JACKSON SNYDER  
ASSISTANT TREASURER

## EXHIBIT A

RUPPERT BROS. OF MD., INC.

## OFFICE FURNITURE &amp; FIXTURES:

## BOOK VALUE

File Cabinets	\$257.52	
AT&T Spirit System	\$2,180.37	
Secretarial chairs, desks, returns, file drawers	\$1,830.83	
Executive desk, conference furniture	\$3,562.52	
Computer equipment	\$1,646.08	
Sharp Facsimile equipment	\$1,160.56	
Miscell. pictures	\$276.67	
Copiers, cabinets, etc.	\$4,139.24	
Typewriter, miscell. equipment	\$232.06	
	\$15,285.87	<u>\$ 5000.00</u>

RUPPERT BROS. OF MD.

1 solid teak conference table  
1 solid teak desk  
1 solid teak credenza  
8 chairs for conference table  
2 chairs  
5 teak desks  
5 teak returns  
6 teak two drawer files  
1 5 drawer lateral file \*  
5 4 drawer lateral files \*  
3 data cabinets 1 drawer \* some files damaged  
2 3 drawer data cabinets \*  
miscellaneous other files and chairs  
miscellaneous pictures, etc.

1 Spirit ATT Telephone System (11 phones)  
1 Sharp FO3200 Fax  
1 Canon NP3525 Copier  
1 Harris 3M copier, Model 6215  
2 Mannesmann Tally 490 Printers  
1 NEC 3550 Printer  
1 Citizen Premier Printer  
1 Silver Reed typewriter  
5 Wyse Terminals  
1 AT&T 3B2/310  
1 AT&T XM  
1 Penril Datalink 9600  
1 Telebit Trailblazer Plus

FINANCING STATEMENT FORM UCC-1

286152

BOOK 579 PAGE 459  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$  
NOT SUBJECT TO RECORDATION TAX

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Enviro Structures, Ltd.  
Address 1230 Cronson Blvd., Crofton, MD 21114

2. SECURED PARTY

Name Caterpillar Financial Services Corporation  
Address 10630 Little Patuxent Parkway  
Columbia, MD 21044

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One Caterpillar 416 Backhoe Loader, S/N 5PC01527  
And substitutions, replacements, additions and accessions thereto, now owned or hereafter acquired and proceeds thereof.

Name and address of Assignee  
RECORD FEE  
\$123090 (19) 103 11/17  
04/21/12



MARYLAND DEPT OF COMMERCE  
60716

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)  
Enviro Structures, Ltd.,

[Signature]  
Title: PRESIDENT  
(Signature of Debtor)

RICHARD M. FELICIANO  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Caterpillar Financial Services Corporation

[Signature]  
(Signature of Secured Party)  
Type or Print Above Signature on Above Line



FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Baby Shop, Inc.  
Address 574-C Ritchie Highway, Severna Park, MD 21146

2. SECURED PARTY

Name Stephen P. Mayka, as Court appointed Disbursing Agent for the Creditors' Committee and Unsecured Creditors of Crib N' Cradle, Inc.  
Address Lacy, Katzen, Ryen & Mittleman  
130 East Main Street  
Rochester, NY 14604  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All equipment, fixtures, inventory, stock-in-trade, licenses, intangibles and other business assets and all proceeds, products, profits and replacements thereof and insurance policies and proceeds covering the same or arising therefrom.

Name and address of Assignee \_\_\_\_\_  
\_\_\_\_\_

THIS FILING IS NOT SUBJECT TO RECORDATION OR TRANSFER TAXES.  
THIS FILING AMENDS FILING NO. 110798321.



CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

15  
5

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

The Baby Shop, Inc.  
Joseph F. Crigger - Pres.  
(Signature of Debtor)  
Joseph F. Crigger, President  
Type or Print Above Name on Above Line  
  
\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)  
Stephen P. Mayka as Court Appointed  
Disbursing Agent  
Type or Print Above Signature on Above Line

1991 DEC 31 10:32



This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

This statement refers to ORIGINAL Financing Statement bearing File no. 1 10798321 3318-0111 Which was filed March 20, 1991 19

1 Debtor(s) Name (Last Name First) and Complete Address(es) The Baby Shop, Inc. 574-C Ritchie Highway Severna Park, Maryland 21146	2 Secured Party(s) Name and Complete Address(es) Crib-n-Cradle, Inc. by its attorney, Roy B. Zimmerman, Esquire 423 North Alfred Street Alexandria, Virginia 22314
---	--

This Space for use of Filing Officer (Date, Time and Filing Office)

CHECK ( X ) THE ITEMS WHICH APPLY

3 ( ) CONTINUATION STATEMENT R.S. 12A-9-403 The ORIGINAL Financing Statement bearing the above File Number between the above named Debtor and Secured Party is still effective	4 ( ) TERMINATION STATEMENT R.S. 12A-9-404 The above named Secured Party certifies that he no longer claims a security interest under the ORIGINAL Financing Statement bearing the file number shown above
---	---

5 ( X ) STATEMENT OF ASSIGNMENT R.S. 12A-9-405 The above named Secured Party certifies that he has assigned all ( X ) or part ( ) of his rights under the ORIGINAL Financing Statement bearing the file number shown above, to (Assignee(s) of Secured Party(s) Name and Complete Address(es)): Stephen P. Mayka, as Court appointed Disbursing Agent for the Creditors' Committee and the Unsecured Creditors of Crib-n-Cradle, Inc. LACY, KATZEN, RYEN & MITTLEMAN 130 East Main Street Rochester, New York 14604	6 ( ) STATEMENT OF PARTIAL RELEASE R.S. 12A-9-406 The above named Secured Party certifies that he has released from the types or items of property described in the ORIGINAL Financing Statement bearing the file number shown above, the collateral described below
--	---

20138715



7. DESCRIPTION OF COLLATERAL Check which: ( ) RELEASED ( X ) ASSIGNED ( ) AMENDED  
( ) R.S. 12A-9-103 Collateral already subject to a security interest in the State of

All equipment, fixtures, inventory, stock-in trade, licenses, intangibles, and other business assets and all proceeds, products, profits and replacements thereof and insurance policies and proceeds covering the same or arising therefrom. This filing is not subject to Recordation or Transfer Taxes.

RECORDED ON JAN 13, 1992 AT 11:10 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 110798321 RECEIPT # 137B2060054  
SEE BOTTOM OF PAGE FOR LIBER & FOLIO  
RECORDING FEE 11.00  
RECORDATION TAX  
\* THIS SERVES AS YOUR RECEIPT \*

RECORDED FEE 12.00  
STATE DEPT. OF ASSESSMENTS & TAXATION  
RECEIVED  
JAN 13 AM 11  
CLERK

8 ( ) (If collateral is crops) The above described crops are growing or are to be grown on: (Description of real estate and name and address of record owner.) ( ) (If collateral is goods which are or are to become fixtures) The above described goods are affixed or are to be affixed to: (Description of real estate and name and address of record owner.)

9 ( X ) PROCEEDS of Collateral are also covered. 10 ( X ) PRODUCTS of Collateral are also covered. No. of additional sheets presented ( )

11 ( ) Filed with County Recording Officer of \_\_\_\_\_ County: ( ) Secretary of State

Dated \_\_\_\_\_ 19\_\_\_\_  
Signature(s) of Secured Party(s) or Assignee(s)  
Roy B. Zimmerman, Attorney for Crib-n-Cradle Inc.  
(Not Valid Unless Signed)

FILING OFFICER'S COPY

This form of financing statement is approved by the Secretary of State of New Jersey. C-3 STANDARD FORM — UNIFORM COMMERCIAL CODE

THESE FORMS MAY BE PURCHASED FROM: ALL-STATE LEGAL SUPPLY CO. 1 COMMERCE DR., CRANFORD, N.J. 07016

**FINANCING STATEMENT  
AND SECURITY AGREEMENT**

File No.

THIS FRONT SIDE of this document is presented to a FILING OFFICER, as a financing statement, pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es): (last name first)</p> <p>Floor Coverings International 1120 Valentine Creek Drive Crownsville, Md. 21032</p>	<p>2. SECURED PARTY</p> <p><b>THE ZAMOISKI CO.</b> 3000 Waterview Avenue Baltimore, Maryland 21230</p>
---	--

3. Debtor hereby grants to Secured Party a security interest in all of Debtor's present and future inventory, including but not limited to the following types (or items): television sets, radios, phonographs, tape recorders, and combinations thereof; phonograph records and albums and display units; refrigerators, freezers, clothes washers and dryers, gas and electric ranges; air-conditioning equipment; heating equipment; space heaters; ice-making equipment; dishwashers; kitchen and bathroom furnishings, cabinets, equipment and fixtures; humidifiers; dehumidifiers; sinks; power and manual lawn mowers; all floor covering materials, padding and cushion material; food waste disposers; commercial, residential, and farm tractors; snow throwers; portable transmitting and receiving radios; adding machines; typewriters; sporting goods; all housewares and electric and non-electric appliances; magnetic recording (recorded and blank) tapes; accessories, replacement parts, returns, repurchases, and reposessions of all the foregoing. All of such present and future inventory and proceeds thereof are collectively referred to as "Inventory" on the reverse side hereof.

4. Proceeds of collateral are covered hereunder.

5. This transaction is exempt from the recordation tax. (Md.)

6. Return to: Secured Party (Md.)



RECORD FEE 12.00  
M123120 (19) 603 71314  
04/21/92  
MARY H. RICE  
PA CO. DISTRICT COURT

The execution of this Financing Statement shall also constitute execution, under seal, of the Security Agreement which includes all of the information, terms, and provisions contained both on the front and reverse hereof.

DEBTOR:  
Floor Coverings International

SECURED PARTY:

\_\_\_\_\_  
(Type Name)  
By: Scott D. Lawson (SEAL)  
Scott D. Lawson, Owner  
By: \_\_\_\_\_ (SEAL)

**THE ZAMOISKI CO.**  
By: Lena J. Schellberg  
Feb-12 19 92  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any. MD, VA, DC, PA - Inventory

*12*

## Terms and Conditions of Security Agreement

1. Secured Party may, from time to time, lend money, extend credit, or sell inventory to Debtor upon the faith and credit of this Agreement; provided, however, that nothing herein contained shall be construed to obligate Secured Party to extend credit, sell inventory to Debtor, or lend money, this Agreement being solely for the purposes of fixing the rights and liabilities of the parties whenever such sales, extensions of credit, or loans are made, and to provide for the foregoing security interest, which shall secure all of the "obligations" of the Debtor to Secured Party; and the obligations shall include all present and future monetary liabilities (including extension and renewals), fixed, contingent, liquidated, unliquidated, secured, or unsecured, however arising, for which Debtor is or may become liable to Secured Party pursuant to this Agreement or otherwise. With respect to such of the obligations as arise from the sale of inventory by Secured Party to Debtor, Debtor shall pay the same in accordance with the invoice, statement, or other similar document furnished, from time to time, by Secured Party. Payment of other debts constituting the obligations shall be in accordance with the terms stated relative thereto and if terms are not stated or are not clear, then such obligations shall be payable on demand. Acceptance of a check or other item for the payment of money shall not constitute payment until Secured Party receives final credit or payment in cash on each said item.

2. Debtor shall hold, maintain and sell or lease said inventory in the ordinary course of Business, complete and unused and in good order, without expense or liability to Secured Party, except that Debtor may use or consume inventory for demonstration or other proper business purposes, provided that Secured Party is notified of, and consents to, such use and-or consumption of inventory. Further, except for the Security interest granted hereby, Debtor represents that inventory has been or will be acquired free from any prior lien, security interest or encumbrance, and Debtor will defend the inventory against all claims and demands of all persons at any time claiming the same or any interest therein. Debtor shall keep the inventory insured at all times against loss by fire, theft, and other hazards concerning which, in the judgment of Secured Party, insurance protection is reasonably necessary, in a company or companies satisfactory to Secured Party, and in amounts sufficient to protect Secured Party against loss or damage to said inventory, and such policy or policies of insurance or certificate therefor will be delivered to Secured Party, together with loss-payable clauses in favor of Secured Party as its interest may appear, in form satisfactory to Secured Party, such policies to require a ten (10) day prior written notice of cancellation by the insurance company or companies, to the Secured Party. Debtor shall sell each item of said inventory for a price not less than the initial unpaid balance of the aforesaid invoice price. Debtor shall keep proper books and records of all sales of the inventory and, at all reasonable times, allow Secured Party, its representatives, or agents, to examine and inspect same; and upon demand by Secured Party, to deliver to Secured Party such lists or reports of the inventory and the sale thereof, as may be reasonably required, in form acceptable to Secured Party; and to provide Secured Party, upon request, from time to time, certified statements of financial condition and profit and loss of Debtor, prepared by an independent Certified Public Accountant. Debtor shall permit Secured Party, its representatives, or agents, to examine and inspect the inventory at all reasonable times. Inventory will be kept at the location or locations on the front side hereof, and Debtor will notify Secured Party of any change in the location of inventory. In the event that Debtor fails to deliver a policy or adequate evidence thereof of insurance to Secured Party, or in the event that Debtor fails to pay any taxes or any other amount which failure would diminish Secured Party's interest in the Inventory, the Secured Party may secure such insurance or pay such amount, which expenditure(s) Debtor agrees to repay to Secured Party upon demand. Any such payment by Secured Party shall not be deemed a waiver by Secured Party of a default, if any, caused by Debtor's failure to provide for such insurance or pay said amounts.

3. Whenever there are no outstanding obligations of Debtor and no commitments on the part of Secured Party which might give rise to said obligations. Debtor may terminate this agreement upon actual receipt by Secured Party of notice in writing given by Debtor by Registered Mail, postage prepaid. Prior to such termination, this shall be a continuing agreement in every respect. It is agreed that the striking out by pencil or ink line or otherwise of this side of the Financing Statement and Security Agreement is intended solely as an instruction to the Filing Officer and shall not operate to invalidate or cancel any of the terms of these presents. These presents shall be executed in several counterparts and it is understood that the counterpart bearing original ink signatures shall be presented for filing pursuant to the Uniform Commercial Code, and that the counterpart retained by Secured Party shall constitute a duly executed duplicate original of these presents.

4. In addition to the various events of default and remedies therefor contained or referred to throughout this Agreement, upon the happening of any of the following events or conditions, namely: (a) Failure of payment, when due, of any of the obligations or any note or item for the payment of money received by Secured Party; (b) Any representation or statement made or furnished to Secured Party by or on behalf of Debtor in connection with this Agreement or to induce Secured Party to extend credit or make loans to Debtor proving to have been incorrect in any material respect when made or furnished, or failure by Debtor to perform any covenant contained herein; (c) Loss, theft, substantial damage, destruction, sale or encumbrance to or of any of the inventory, or the making of any levy, seizure, or attachment thereof or thereon; (d) Sale of any assets of Debtor not in the ordinary course of business, death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver for any part of the property of assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Debtor or any guarantor or surety for Debtor. Thereupon, or at any time thereafter (such default not having previously been secured), Secured Party at its option may declare all of the obligations to be immediately due and payable, and shall then have the remedies of a secured party under applicable law, including, without limitation thereto, the right to take possession of the inventory; and, for that purpose, the Secured Party may, so far as Debtor can give authority therefor enter upon any premises on which the inventory or any part thereof may be situated, and remove the same therefrom. Secured Party may require Debtor to make the inventory available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. To the extent allowed by law, Secured Party may purchase inventory at any public or private sale; and to the extent that the enforcement of Secured Party's rights hereunder shall require the services of an attorney, Debtor shall pay an amount equal to fifteen per cent (15%) of the unpaid obligations as attorneys' fees (or such other maximum percentage as may be allowed by law), together with court costs and other legal expenses incurred by Secured Party. The happening of any such event or condition, as aforesaid, shall act as a waiver of any notice (subject to any limitations of law) referred to in this Agreement or provided by law, which would otherwise be due from the Secured Party to Debtor. Debtor hereby authorizes any attorney of any court of record within the United States or elsewhere to appear for Debtor and after one or more declarations filed, to confess judgment against Debtor as of any term after the obligations are due (whether by their terms or upon acceleration) for the total indebtedness owed by Debtor to Secured Party, and interest, with court costs and attorneys' fees in the amount aforesaid, for collection and release of all errors and without stay of execution and inquisition; and extension upon any levy on real estate is hereby waived and condemnation agreed to and the exemption of personal property from levy and sale is also hereby expressly waived, and no benefit of exemption shall be claimed under any law now in force or hereafter adopted (to the extent allowed by law); or to confess judgment against Debtor pursuant to all of the terms of the confessed judgment warrant herein before set forth for any deficiencies due after the collection, foreclosure, realization, or sale of inventory or any part or proceeds thereof, together with interest, attorneys' fees as aforesaid, and court costs.

5. If any part of this Agreement shall be adjudged invalid, then such partial invalidity shall not cause the remainder of the Agreement to be or to become invalid, and if a provision hereof is held invalid in one or more of its applications, the parties agree that said provision shall remain in effect in all valid applications that are severable from the invalid application or applications. All rights of Secured Party hereunder shall inure to the benefit of the successors and assigns of Secured Party; and all obligations, covenants and agreements of Debtor shall bind the heirs, executors, administrators, successors and assigns of Debtor. When used herein, the singular may also refer to the plural, and vice versa; and the use of any gender shall be applicable to all genders. If there be more than one Debtor, their liability hereunder shall be joint and several. This Agreement shall take effect when signed by Debtor.

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 404

Identifying File No. 286154

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Beard, Julian B, Jr.  
Address 2744 S. Haven Rd, Annapolis, MD 21401

2. SECURED PARTY

Name Suburban Turf Equipment  
Address 1300 Suburban Way Crownsville, MD 21032

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Grasshopper GH725 Mower SN 327059  
Grasshopper GH9252 Deck SN 325262

Name and address of Assignee  
MARY H. ROSE  
Agricredit Acceptance Corporation  
P.O. Box 10357  
Des Moines, Iowa 50306-0357

RECORD FEE 11.00  
POSTAGE .50  
#123190 CASE NO. 111-111  
11/11/2003

BL  
CLERK

Anne M. M. M.  
40-9200172 dg

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)  
*NOT SUBJECT TO RECORDING TAX BECAUSE 8 SEVEN YEARS OR LESS EXEMPT FROM TAX*
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Julian Burch Beard Jr*  
(Signature of Debtor)

Julian B. Beard, Jr  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

11,50

*Daniel Phelps*  
(Signature of Secured Party)

Suburban Turf Equipment  
Type or Print Above Signature on Above Line

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS Anne Arundel County, Maryland

For Filing Officer Use	
File No.	.....
Date & Hour	.....

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

File Number of original Financing Statement  
Date of Filing October 27th, 1976  
Maturity date (if any)

Record Reference Inst. No. 205665 Bk#363 Pg# 233

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Henry A. Mack, Jr.	107	E. Furnace Branch Rd.	Glen Burnie, Maryland	21061

Name of Secured Party or assignee	No.	Street	City	State
Baltimore Federal Savings and Loan Association	19 E. Fayette Street	Baltimore, Maryland	21202	

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

PROPERTY DESCRIPTION:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



RECORD FEE 30.00  
 POSTAGE .50  
 RECEIVED BY BALTIMORE FEDERAL SAVINGS AND LOAN ASSOCIATION  
 10/27/76  
 ARLY H. ROSE  
 AS CO. CLERK

Debtor(s) or assignor(s)

Resolution Trust Corporation, as receiver for  
Baltimore Federal Financial, FSA, Successor to  
Baltimore Federal Savings and Loan Association

(Corporate, Trade or Firm Name) (Sml)

By: Paula R. Payne  
Paula R. Payne  
Signature of Secured Party or Assignee

(Type or print name under signature)

Specialist in charge  
(Owner, Partner or Officer and Title)  
(Signatures must be in Ink)

108



# ABSSCO

034240

Enterprise BOOK 579 PAGE 467

## FINANCING STATEMENT

ACCOUNT NO	39723
LEASE NO	4466

SECURED PARTY

10755 York Road, Cockeysville, Maryland 21030-2114

NAME AND ADDRESS OF LESSEE	286156 (GIVE COMPLETE ADDRESS)
Kneseth Israel Corporation	Same
1125 Spa Rd.	
Annapolis, Md. 21401	
PHONE	PHONE

QUANTITY	MAKE — MODEL — SERIAL # — DESCRIPTION	PRICE
EQUIPMENT	1 Minolta 5400 Copier, Serial#319598	
	1 Minolta AFR, Serial #6129835	
	1 Minolta S201, Serial #618556	
	1 Minolta C203, Serial #614259	
	1 Minolta AD1, Serial #6133345	
	1 Copy Guard 1013, Serial #00413	
	1 Blue Color Unit	
	FORM FEE	11.00
	RECORD TAX	75.00
	POSTAGE	

TO BE RECORDED IN FINANCING STATEMENT  
 NOT TO BE

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 10,500.00

- This Financing Statement covers the above described equipment. (Describe - attach separate list if necessary)
- Proceeds of collateral are covered
- Products of collateral are not covered.

BL CLERK  
 1.00  
 .50  
 10.00  
 70.00  
 3.50  
 -----  
 85.00

DEBTOR (S):

SECURED PARTY:

*Gail Snyder*  
 (SIGNATURE OF DEBTOR)

ABSSCO ENTERPRISES

Gail Snyder, President  
 (TYPE OR PRINT)

BY *[Signature]*

(SIGNATURE OF DEBTOR)

(SIGNATURE OF SECURED PARTY)

(TYPE OR PRINT)

ALAN I. ELKIN, PRESIDENT  
 (TYPE OR PRINT (INCLUDE TITLE IF COMPANY))

TO THE FILING OFFICER: After this statement has been recorded, please mail same to:

Name and Address: ABSSCO ENTERPRISES  
 10755 York Road  
 Cockeysville, Maryland 21030-2114

11.00  
 73.50  
 .50

FINANCING STATEMENT FORM UCC-1 286157

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 22,600.00

If this statement is to be recorded in land records check here.

This financing statement Dated March 3, 1992 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Arundel Recycling Center, Inc.
Address 7515 Connelley Drive Hanover, Maryland 21076

2. SECURED PARTY

Name Mercantile Safe Deposit and Trust Company
Address P.O. Box 1972 Baltimore, Maryland 21203 / C/O Mercantile Safe Deposit and Trust Company 409 Washington Ave. Suite 800 Towson, Maryland 21204 Attn: Thomas M. Esposito, A.V.P.
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) March 3, 1995

- 4. This financing statement covers the following types (or items) of property; (list)
1. Rapid Model 1224 KU Granulator Serial # 60.1213 and attachments
2. 1 OCS Can Sorter with DC Motor and Matched Speed Controller Serial # 495G
3. 1 Rudco 40 yard Open Top Container Serial # 81407



- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Bruce A. Smith, President
Type or Print Above Name on Above Line
Signature of Debtor
Type or Print Above Signature on Above Line

Signature of Secured Party: Thomas M. Esposito, Assistant Vice President
Type or Print Above Signature on Above Line

Handwritten notes: 11/10/50

286158

The underlying secured transaction being publicized by this Financing Statement  is  is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ \_\_\_\_\_.

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS  YES  NO

~~STATE DEPARTMENT OF ASSESSMENTS AND TAXATION~~ Anne Arundel County

This Financing Statement dated 04-06-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:  <b>InterCAP Graphics Systems, Inc.</b> <b>116 Defense Highway</b> <b>Annapolis, MD 21401</b>	Check the box indicating the kind of statement. Check only one box.  <input checked="" type="checkbox"/> ORIGINAL FINANCING STATEMENT <input type="checkbox"/> CONTINUATION ORIGINAL STILL EFFECTIVE <input type="checkbox"/> AMENDMENT <input type="checkbox"/> ASSIGNMENT <input type="checkbox"/> PARTIAL RELEASE OF COLLATERAL <input type="checkbox"/> TERMINATION
Name and address of Secured Party  <b>Annapolis National Bank</b> <b>P.O. Box 2279</b>  <b>Annapolis, MD 21404-2279</b>	Name and address of Assignee  <div style="text-align: right; border: 1px solid black; border-radius: 50%; padding: 5px; width: fit-content; margin: 0 auto;">             BL CLERK           </div>
Date of maturity, if any	Check if proceeds/products of collateral are covered ( X )

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**All Inventory, Accounts, Contract Rights and General Intangibles; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).**

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state or when the debtor's location was changed to this state, or  
 which is proceeds of the original collateral described above in which a security interest was perfected.

<b>InterCAP Graphics Systems, Inc.</b>  By: <i>A.G.W. Biddle, III</i> <b>A.G.W. Biddle, III, President</b>	<b>Annapolis National Bank</b>  <i>[Signature]</i> <b>Signature of Secured Party</b>
<b>Signature of Debtor</b>	<b>Signature of Secured Party</b>

11/50

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) <b>Recep Erol, M.D., P.A.</b> 1414 Crane Highway Suite 6A Glen Burnie, MD 21061	2. Secured Party(ies) and address(es) <b>Lear Financial Corporation</b> 312 Clairemont Road Villanova, PA 19085	For Filing Officer (Date, Time, Number, and Filing Office)
---	--	--

RECORD FEE 11.00  
#12250 2191 803 710411

4. This financing statement covers the following types (or items) of property #68000101

- 1 Q4500 Stress Test Monitor S/N: 104
- 1 Q55 208/230V-1PH-60HZ Series 9 S/N: 1494

5. Assignee(s) of Secured Party and Address(es)  
**Meridian Leasing, Inc.**  
1 Meridian Blvd. - 4th Floor  
Wyomissing, PA 19610



This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state  
 which is proceeds of the original collateral described above in which a security interest was perfected

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented

**Recep Erol, M.D., P.A.**  
 By: *[Signature]* President  
 Signature(s) of Debtor(s)

**Lear Financial Corporation**  
 By: *[Signature]* President  
 Signature(s) of Secured Party(ies)

STATE OF MARYLAND

COUNTY OF ANNE ARUNDEL  
UNIFORM COMMERCIAL CODE

ORIGINAL FINANCING STATEMENT - FORM UCC-1

This statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date:

Name and Address of Debtor:

Systems Control, Inc.  
c/o Hamilton Test Systems, Inc.  
2002 N. Forbes Boulevard  
Tucson, Arizona 85745

Name and Address of Secured Party:

Internationale Nederlanden Bank N.V.,  
New York Branch, as Agent  
135 East 57th Street  
New York, New York 10022

The Original Financing Statement covers the following types (or items) of property, whether now owned or hereafter acquired:

RECORD FEE 25.00  
MESSAGE .50

All of the Debtor's right, title and interest in and to, whether now owned or hereafter acquired by the Debtor and whether now existing or hereafter coming into existence, and wherever located, all goods, instruments, chattel paper, letters of credit, accounts, general intangibles, inventory, equipment, documents of title and all other property of the Debtor, all as more particularly described (but without limiting the generality of the foregoing) in Schedule 1 attached hereto and made a part hereof.

18740 D603 R04 T15:16  
04/21/92

The recordation tax in the amount of \$3.50/\$500 for the amount of \$210,600 has been paid in Anne Arundel County, Maryland.

BL  
CLERK

Debtor:  
Systems Control, Inc.

qmb 3348

By: [Signature]  
Name: Sylvia C. Edmonds  
Title: Executive V.P.

Return to: Internationale Nederlanden Bank N.V.,  
New York Branch, as Agent  
135 East 57th Street  
New York, New York 10022

25-  
00

<u>Debtor</u>	<u>Secured Party</u>
Systems Control, Inc. c/o Hamilton Test Systems, Inc. 2002 N. Forbes Boulevard Tucson, Arizona 85745-1446	Internationale Nederlanden Bank N.V. New York Branch, as Agent 135 East 57th Street New York, New York 10022 Attention: Corp. Finance Department

SCHEDULE I

This financing statement covers the following types (or items) of property: All of the Debtor's right, title and interest in the following property, whether now owned by the Debtor or hereafter acquired and whether now existing or hereafter coming into existence, and wherever located (all being collectively referred to herein as "Collateral"):

(a) all shares of capital stock of whatever class of each Subsidiary of the Debtor (whether now existing or hereafter coming into existence, the "Issuers") incorporated in the United States, now or hereafter owned by the Debtor, and up to 65% of the issued and outstanding shares of each Issuer incorporated outside the United States, in each case together with the certificates evidencing the same (collectively, the "Pledged Stock");

(b) all shares, securities, moneys or property representing a dividend on any of the Pledged Stock, or representing a distribution or return of capital upon or in respect of the Pledged Stock, or resulting from a split-up, revision, reclassification or other like change of the Pledged Stock or otherwise received in exchange therefor, and any subscription warrants, rights or options issued to the holders of, or otherwise in respect of, the Pledged Stock;

(c) without affecting the obligations of the Debtor under any provision prohibiting such action under the Security Agreement or under the Credit Agreement, in any event of any consolidation or merger in which any Issuer is not the surviving corporation, all shares of each class of the capital stock of the successor corporation (unless such successor corporation is the Debtor itself) formed by or resulting from such consolidation or merger;

(d) all accounts and general intangibles (each as defined in the Uniform Commercial Code) of the Debtor constituting any right to the payment of money, including (but not limited to) all moneys due and to become due to the Debtor in respect of any loans or advances or for the purchase price of Inventory or Equipment (each as defined

below) or other goods sold or leased or for services rendered, all moneys due and to become due to the Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by the Debtor and all tax refunds (such accounts, general intangibles and moneys due and to become due being herein called collectively "Accounts");

(e) all instruments, chattel paper or letters of credit (each as defined in the Uniform Commercial Code) of the Debtor, representing, arising from or existing in respect of, relating to, securing or otherwise supporting the payment of, any of the Accounts, including (but not limited to) promissory notes, drafts, bills of exchange and trade acceptances;

(f) all inventory (as defined in the Uniform Commercial Code) of the Debtor, all goods obtained by the Debtor in exchange for such inventory, and any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto (herein collectively called "Inventory");

(g) all Intellectual Property (as defined below) and all other accounts or general intangibles of the Debtor not constituting Intellectual Property or Accounts;

(h) all equipment (as defined in the Uniform Commercial Code) of the Debtor, including all motor vehicles used in the Business (herein collectively called "Equipment");

(i) each contract and other agreement of the Debtor relating to the sale or other disposition of Inventory or Equipment;

(j) all documents of title (as defined in the Uniform Commercial Code) or other receipts of the Debtor covering, evidencing or representing Inventory or Equipment;

(k) all rights, claims and benefits of the Debtor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by the Debtor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(l) the balance from time to time in the Collateral Account referred to in the Pledge and Security Agreement dated April \_\_, 1992 between the Debtor and the Secured Party; and

(m) all other tangible and intangible property of the Debtor, including, without limitation, all proceeds (including, without limitation, proceeds as such term is defined in the Uniform Commercial Code), products,

offspring, accessions, rents, profits, income, benefits, substitutions and replacements of and to any of the property of the Debtor described in the preceding clauses (a) through (l) above in this Schedule (including, without limitation, any proceeds of insurance thereon) and, to the extent related to any property described in said clauses or such proceeds, products and accessions, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of the Debtor or any computer bureau or service company from time to time acting for the Debtor.

provided that this financing statement shall not include any property of the Debtor constituting (i) collateral under the Security and Intercreditor Agreement dated as of December 21, 1990 among the Debtor, the Secured Party and the other parties named therein as amended, modified and supplemented and in effect from time to time, (ii) the "facilities" as defined in the Sale and Leaseback Agreement dated as of December 14, 1990 between Hamilton Test Systems Nashville, Inc. and the Debtor as amended to and in effect on the date hereof or (iii) the "facilities" as defined in the Sale and Leaseback Agreement dated as of December 14, 1990 between Hamilton Test Systems Ohio, Inc. and the Debtor as amended to and in effect on the date hereof.

As used in this Schedule I, the following terms shall have the following meanings:

"Business" shall mean providing automobile emission testing services and automobile inspection services and other businesses from time to time, now or hereafter, conducted by the Debtor and its subsidiaries.

"Copyright Collateral" shall mean all Copyrights, whether now owned or hereafter acquired by the Debtor, that are associated with the Business.

"Copyrights" shall mean all copyrights, copyright registrations and applications for copyright registrations, including, without limitation, all renewals and extensions thereof, the right to recover for all past, present and future infringements thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

"Intellectual Property" shall mean, collectively, all Copyright Collateral, all Patent Collateral and all Trademark Collateral, together with (a) all inventions, processes, production methods, proprietary information, know-how and trade secrets used or useful in the Business; (b) all licenses or user or other agreements granted to the Debtor with respect to any of the foregoing, in each case whether now or hereafter owned or used including, without limitation, the licenses or other agreements with respect to the Copyright Collateral, the Patent Collateral or the

Trademark Collateral; (c) all information, customer lists, identification of suppliers, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to the operation by the Debtor of the Business; (d) all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured and which pertain to the Business; (e) all accounting information which pertains to the Business and all media in which or on which any of the information or knowledge or data or records which pertain to the Business may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data; (f) all licenses, consents, permits, variances, certifications and approvals of governmental agencies now or hereafter held by the Debtor pertaining to the operation by the Debtor and its subsidiaries of the Business; and (g) all causes of action, claims and warranties now or hereafter owned or acquired by the Debtor in respect of any of the items listed above.

"Patent Collateral" shall mean all Patents, whether now owned or hereafter acquired by the Debtor, that are associated with the Business.

"Patents" shall mean all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein together with the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, the right to sue for past, present and future infringements thereof, and all rights corresponding thereto throughout the world.

"Trademark Collateral" shall mean all Trademarks, whether now owned or hereafter acquired by the Debtor, that are associated with the Business.

"Trademarks" shall mean all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business

connected with the use of, and symbolized by, each such trade name, trademark and service mark.

SYSTEMS CONTROL, INC.

*Richard L. Edmund*

INTERNATIONALE NEDERLANDEN  
BANK N.V.  
NEW YORK BRANCH, as Agent

*Robert L. Riskey*

1230

BOOK 579 PAGE 477

286161

MARYLAND FINANCING STATEMENT

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- 1. LESSEE: A. & M. Brunner, Inc. T/A Dunkin Donuts  
(Name or Names)  
2004 West Street, Annapolis, Maryland 21401  
(Address) NFSL 5220
- LESSEE: \_\_\_\_\_  
(Name or Names)  
\_\_\_\_\_  
(Address)
- 2. LESSOR: Chesapeake Industrial Leasing Co., Inc.  
9506 Harford Road, Baltimore, Maryland 21234
- 3. ASSIGNEE (if any) Northfield Federal Savings  
Of LESSOR: \_\_\_\_\_ (Name or Names)  
1844 E. Joppa Rd., Baltimore, MD 21234  
(Address)

4. This financing statement covers the following types (or items) of property:

- 3-MVOX, MC3511A1 Cameras
- 1-MVOX, MC3510AL Monitor
- 1-M-221 Recording System

BL  
CLERK

5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE  
A. & M. Brunner, Inc.  
T/A Dunkin Donuts

By: Arthur J. Brunner Owner  
(Title)  
Arthur J. Brunner  
(Type or print name of signer)

By: \_\_\_\_\_ (Title)  
\_\_\_\_\_  
(Type or print name of signer)

LESSOR  
Chesapeake Industrial Leasing Co., Inc.

By: Brian G. Connelly Mgr.  
(Title)  
Brian G. Connelly  
(Type or print name of signer)

Return to: Chesapeake Industrial Leasing Co., Inc.  
9506 Harford Road  
Baltimore, MD 21234

1230

Amended  
12.50

BOOK 579 PAGE 478  
MARYLAND FINANCING STATEMENT

286152

(XX) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

- LESSEE: Pike Ridge Investments, Inc. T/A Country Kitchen  
 (Name or Names)  
108 W. Central Avenue, Edgewater, Maryland 21037  
 (Address)  
 LESSEE: \_\_\_\_\_ NFSL5217  
 (Name or Names)  
 \_\_\_\_\_  
 (Address)
- LESSOR: Chesapeake Industrial Leasing Co., Inc.  
9506 Harford Road, Baltimore, Maryland 21234
- ASSIGNEE (if any) Northfield Federal Savings  
 Of LESSOR: \_\_\_\_\_ (Name or Names)  
1844 E. Joppa Rd., Baltimore, MD 21234  
 (Address)
- This financing Statement covers the following types (or items) of property:

1-MVOX MC3511AL Camera  
1-MVOX MC3510AL Monitor  
1-M221 Recording System

RECORD FEE 12.00  
POSTAGE .00  
NOTARY FEE 10.00  
MAY 11 1982  
AN CO. CLERK COURT



5. Proceeds of Collateral, cash and non-cash including insurance proceeds, are covered hereunder.

LESSEE  
Pike Ridge Investments, Inc.  
T/A Country Kitchen  
By: [Signature]  
Robert W. Proctor - Pres.  
(Title)  
(Type or print name of signer)

LESSOR  
Chesapeake Industrial Leasing Co., Inc.  
By: [Signature] Mgr.  
Brian G. Connelly (Title)  
(Type or print name of signer)

By: \_\_\_\_\_  
(Title)  
(Type or print name of signer)

Return to:  
Chesapeake Industrial Leasing Co., Inc.  
9506 Harford Road  
Baltimore, MD 21234

12.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

286163

Identifying File No.

BOOK 579

PAGE 479

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated March 30, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Nancy Hall/DBA Atlantic Construction

Address P.O. Box 45, Mayo, Md 21106

2. SECURED PARTY

Name Siems Rental & Sales Co, Inc.

Address 3925 Washington Blvd, Baltimore, Md 21227

Gehl Finance, 143 Water Street, West Bend, WI 53095

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) new Gehl, Model S240 Roller S/N KHO67804 together with all accessories and attachments thereto.

Name and address of Assessor: GEHL COMPANY 143 Water Street West Bend, WI 53095



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Nancy Hall/DBA Atlantic Construction

12  
50

Nancy Hall  
(Signature of Debtor)

NANCY HALL Nancy Hall  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Siems Rental & Sales Co, Inc.

Michael E Mullen  
(Signature of Secured Party)

(Signature of Secured Party)

Michael E Mullen

Type or Print Above Signature on Above Line

92-5445

Statement of Amendment of  
Financing Statement

BOOK 579 PAGE 480

This Statement is presented to a Filing Officer for filing pursuant to the Maryland Uniform Commercial Code. This Statement refers to the original Financing Statement, filed in the Financing Statement Records of Anne Arundel County, Maryland in liber 574 folio 22, on October 31, 1991, and any prior amendments thereto.

1. Debtor: Lovell Regency Homes Limited Partnership  
Address: c/o Lovell Homes Inc. Suite 200 9030 Red Branch Road Columbia, Maryland 21043

2. Secured Party: Provident Bank of Maryland  
Address: 114 East Lexington Street Baltimore, Maryland 21202 Attn: Commercial Real Estate Department

3. The original Financing Statement referred to above is amended as follows:

Exhibit A attached hereto is added as a supplement and in addition to the original property description which was attached to the original Financing Statement.

DEBTOR:

LOVELL REGENCY HOMES LIMITED PARTNERSHIP, a Maryland limited partnership

By: Lovell Homes Inc., a Maryland corporation, General Partner

By: Roger B. Davis  
Roger B. Davis,  
Vice President



RECORD FEE 10.00  
POSTAGE .50  
#420770 C489 R02 T15:30  
04/21/92

SECURED PARTY:

PROVIDENT BANK OF MARYLAND

MARY M. ROSE  
AA CO. CIRCUIT COURT

By: George D. Decker  
George D. Decker,  
Vice President

Dated: March 27, 1992

10<sup>00</sup>  
50



EXHIBIT "A"

BEGINNING FOR THE FIRST and being known and designated as Lots numbered Forty-six (46), Forty-eight (48) and Fifty-two (52), as shown on the plat entitled, "Plat 4 of 9, RUSSETT, PARCEL 10, Planned Unit Development, Single Family Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, plat 30.

BEGINNING FOR THE SECOND and being known and designated as Lot numbered Fifty (50), as shown on the Plat Entitled, "Plat 5 of 9, RUSSETT, Parcel 10, Planned Unit Development, Single Family Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, plat 31.

BEGINNING FOR THE THIRD and being known and designated as Lots numbered Thirty-six (36) and Fifty-one (51), as shown on the plat entitled, "Plat 6 of 9, RUSSETT, Parcel 10, Planned Unit Development, Single Family Development", which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 138, plat 32.

AFTER RECORDING RETURN TO:

DUNN TITLE COMPANY  
4201 Northview Drive, Suite 222  
Bowie, Md. 20716

286164

SFC:mll 04/21/92 9:58am  
To be used for loans secured by real property

A:SFC207.29

BOOK 579 PAGE 482

**FINANCING STATEMENT**

- To be recorded among the Land Records of Anne Arundel City/County, Maryland.
- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Recordation Tax has been paid on the principal amount of \$560,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.
- Not subject to recordation tax.

RECORD FEE 17.00  
POSTAGE .50  
#421840 0489 R02 T11:28  
04/21/92

DEBTOR:  
KENNETH D. NEIGHOFF

ADDRESS:  
117 Holsum Way  
Glen Burnie, Md. 21060

MARY M. ROSE  
AA CO. CIRCUIT COURT

SECURED PARTY:  
FARMERS NATIONAL BANK  
OF MARYLAND

ADDRESS:  
5 Church Circle  
Annapolis, Maryland 21401



This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

(a) All personal property of any kind or nature whatsoever, whether tangible or intangible and whether now owned or hereafter acquired, which is used in the construction of, or is placed upon, or is derived from or used in connection with the maintenance, use, occupancy or enjoyment of, the Property (hereinafter defined), including, without limitation, (i) all building materials, fixtures, equipment and other tangible personal property of every kind and nature whatsoever (other than consumable goods, and trade fixtures or other personal property owned by tenants occupying the Property), (ii) any franchise or license agreements and management agreements entered into with respect to the Property or the business conducted therein (provided all of such agreements shall be subordinate to the Deed of Trust (hereinafter defined), and the Secured Party shall have no responsibility

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404  
(410) 263-8855

17/90

FN001.946



for the performance of the Debtor's obligations thereunder), and (iii) all plans and specifications, contracts and subcontracts for the construction or repair of the Property, sewer and water taps, allocations and agreements for utilities, bonds, permits, licenses, guarantees, warranties, causes of action, judgments, claims, profits, security deposits, utility deposits, refunds of fees or deposits paid to any governmental authority, letters of credit and policies of insurance. The term "Property" means all or any portion of: (i) the land described in Exhibit A attached hereto (the "Land"), and (ii) any buildings, structures or other improvements now or hereafter existing, erected or placed on the Land, or in any way used in connection with the use, enjoyment, occupancy or operation of the Land, and (iii) the collateral described in this Financing Statement. The Land is also described in a Deed of Trust dated May 22, 1987 and in an Amended and Restated Deed of Trust dated April 21, 1992 (collectively the "Deed of Trust") executed by the Debtor for the benefit of Ross J. Selby and William A. Walker, II as Trustees, and the Secured Party.

(b) All Leases (hereinafter defined), whether now or hereafter executed, of the Property. The term "Leases" means all leases, subleases, license agreements and other occupancy or use agreements (whether oral or written), now or hereafter existing, which cover or relate to the Property, together with all options therefor, amendments thereto and renewals, modifications and guarantees thereof, including, without limitation, any cash or securities deposited under the Leases to secure performance by the tenants of their obligations, whether such cash or securities are to be held until the expiration of the terms of the Leases or applied to one or more of the installments of rent coming due.

(c) All of the rents, royalties, issues, profits, revenues, earnings, income and other benefits now or hereafter arising from the Property, or from the use or enjoyment of the Property, or from any Leases of the Property.

(d) All contracts for the sale of the Property or any interest therein, whether now or hereafter executed, including, without limitation, all of the proceeds thereof, any funds deposited thereunder to secure performance by the purchasers of their obligations and the right, after the occurrence of an Event of Default (as defined in the Deed of Trust), to receive and collect all payments due under any con-

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MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(410) 263-8855

- 2 -

*RJW* Borrower's Initials

tract of sale.

(e) All payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies now or hereafter covering the Property.

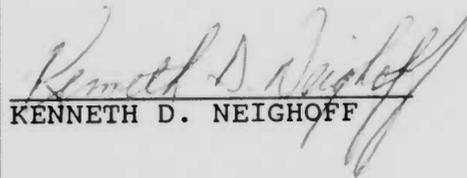
(f) All Condemnation Awards (hereinafter defined) now or hereafter payable in connection with, or as a result of, any taking of title, of use, or of any other property interest in or to the Property under the exercise of the power of eminent domain, whether temporarily or permanently, by any governmental authority or by any person acting under governmental authority. "Condemnation Awards" means any and all judgments, awards of damages (including, but not limited to, severance and consequential damages), payments, proceeds, settlements, amounts paid for a taking in lieu of condemnation, or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, or in connection with, any condemnation or threatened condemnation.

This Financing Statement also covers (a) all "Proceeds" of the Property, as such term is defined in the Maryland Uniform Commercial Code, and (b) any and all alterations, additions, accessions and improvements to the Property, substitutions therefor, and renewals and replacements thereof.

DEBTOR:

SECURED PARTY:

FARMERS NATIONAL BANK OF  
MARYLAND

  
KENNETH D. NEIGHOFF

BY: 

Mr. Clerk:  
Please return to:

SNIDER, BUCK & MIGDAL  
P. O. Box 2400, Annapolis, Md. 21404

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(410) 263-8855

 Borrower's Initials

EXHIBIT 'A'

BEGINNING for the same at a concrete monument found at the intersection of the East side of Park Avenue with the North side of Mountain Road, as shown on a Plat of Blossom Hills, recorded among the Plat Records of Anne Arundel County in Plat Book 28, folio 37; and running thence with the Northerly side of Mountain Road (60 feet wide), south 70 degrees 32 minutes 20 seconds East 200 feet to a pipe now set; thence leaving the side of said road and running so as to include a part of the conveyance from Maud Hamilton, et al, to George C. and Margaret Schmidt, by a deed dated February 8, 1923, and recorded among the Land Records of Anne Arundel County in Liber WNW 59, folio 381, North 19 degrees 27 minutes 40 seconds East 156.80 feet to a pipe now set; thence North 72 degrees 27 minutes 40 seconds West 205.16 feet to a pipe now set on the East side of Park Avenue; thence with the East side of said Park Avenue 150 feet to the place of beginning; continuing 0.722 acres of land, according to a Plat and Survey made by John W. Boutwell, Jr., Registered Land Surveyor, Annapolis, Maryland, on January 22, 1957.

BEING the same property acquired by Kenneth Neighoff by deed dated June 19, 1973 and recorded among the Land Records of Anne Arundel County in Liber 2600, folio 36.

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) CONTEE, ALBERT 2603 SOLOMONS ISLAND ROAD EDGEWATER, MD 21037	2. Secured Party(ies) and Address(es) FORD NEW HOLLAND CREDIT CO. PO BOX 36387 RICHMOND, VA 23235
--	--

For Filing Officer (Date, Time, Number and Filing Office)

3. This Financing Statement covers the following types (or items) of personal property:

1 USED FORD 3600 TRACTOR, SER.#C618409.



RECORD FEE 11.00

245020 0263 R01 T13:45

Check if covered:  Proceeds of collateral covered  Products of collateral covered

04/22/92

4. This transaction is exempt from the Recording Tax:

"EXEMPT FROM RECORDATION TAX" "SECURED PARTY IS SELLER" "COVERED BY CONDITIONAL SALES CONTRACT"

MARY M. ROSE

Filed with:

AA CO. CIRCUIT COURT

Albert Contee  
SIGNATURE OF DEBTOR  
ALBERT CONTEE

FORD NEW HOLLAND CREDIT CO.

NAME OF SECURED PARTY

BY: Chris Hanburger  
CHRIS HANBURGER

PRINTED IN U.S.A.

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 28,800.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

PRICHEP & KEYS, M.D., P.A.  
 \_\_\_\_\_  
 (Name)  
1445 Rtichie Highway, Ste. 205  
 \_\_\_\_\_  
 (Address)  
Arnold, Maryland 21012

THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 (Name of Loan Officer)  
Attn: Samuel B. Bayne, Jr.  
 \_\_\_\_\_  
 (Name of Loan Officer)  
18 West St.  
 \_\_\_\_\_  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

**Sonoline SI-250 Mainframe**

- \* Multi Processor Architecture
- \* Four Channel Calipers
- \* 256 Shades of Gray
- \* 512x512 Bit Imaging Memory
- \* 9 Inch Swivel Monitor
- \* Mobile Adjustable Height Cart
- \* Simultaneous 2D and M Mode
- \* OB/Gyn Summary Page
- \* Programmable DGC Curves
- \* Full Screen Alphanumerics
- \* Pre/Post Processing Functions
- \* Electronically Switch Four Probes
- \* 10 Programmable User Annotations
- \* Single/Double Density Frame Rate
- \* Automatic System Status Readout
- \* Full Resolution Magnification
- \* Enhanced Resolution Freeze Frame
- \* 14 Body Postures
- \* Software Upgradable

RECORD FEE 12.00

RECORD TAX 203.00

POSTAGE .50



#365040 0203 R01 T1314B

04/22/92

MARY M. ROSE

AA CO. CIRCUIT COURT

5.0-7.5 MHz Endovaginal Probe

3.5 MHz CDA Sector Probe

Mitsubishi P40U Printer

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

PRICHEP & KEYS, M.D., P.A. (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Lawrence Prichep, PRESIDENT  
 \_\_\_\_\_  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 (Signature)  
Kenneth Keys, VICE PRESIDENT  
 \_\_\_\_\_  
 (Print or Type Name)

12-203 50

STATE OF MARYLAND

BOOK 579 PAGE 488

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 267953

RECORDED IN LIBER \_\_\_\_\_ FOLIO \_\_\_\_\_ ON 6-10-87 (DATE)

1. DEBTOR

Name Hacks, Inc.

Address Old Solomans Island Rd., Annapolis, MD 21401 & 134 Main St.,  
Annapolis, MD 21401, & 19 Parole Plaza, Annapolis, MD 21401

2. SECURED PARTY

Name Borg Warner Acceptance Corp

Address 10400 Connecticut Ave. Ste 402 P.O.Box 402, Kensington, MD 20895  
& 1900 Sulphur Spring Rd. Ste 230, P.O. BOX 7360, Baltimore, MD 21227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
BL CLERK

POSTAGE .50  
#365060 0243 001 113:51

04/22/92

3. Maturity date of obligation (if any) \_\_\_\_\_

MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Amend

Please continue filing (Arundel county)  
Please change secured party changed name to:  
Transamerica Commercial Finance Corp

*J. Dalan POA*  
3/23/92

Dated \_\_\_\_\_

*[Signature]*

(Signature of Secured Party)

83554.1

Transamerica Commercial Finance Corp  
Type or Print Above Name on Above Line

BC 9442

286167

**TO BE RECORDED IN:**

- Financing Records of the Maryland State Department of Assessments and Taxation
- X Financing Statement Records of Anne Arundel County, Maryland

**FINANCING STATEMENT**

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. NAME AND ADDRESS OF DEBTOR:

L&S Diesel Service, Inc.  
400 Arundel Corporation Road  
Glen Burnie, Maryland 21060

RECORD FEE 11.00  
POSTAGE .50  
#A22120 0489 R02 T14:43  
04/22/92

2. NAME AND ADDRESS OF SECURED PARTY:

Farmers Bank, A Federal Savings Bank  
9833 Liberty Road  
Randallstown, Maryland 21133

MARY M. ROSE  
AA CO. CIRCUIT COURT



3. This Financing Statement covers:

- (a) all equipment and fixtures, including, but not limited to, all machinery, automobiles, trucks, furniture, furnishings, cabinets, signs, displays, cash registers, lighting fixtures, floor, wall and counter fixtures, display counters and partitions, air conditioning and heating systems and supplies and all replacement parts and attachments therefor and all installations, apparatus, appliances, accessories and facilities used in connection therewith, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and arising or acquired subsequent hereto;
- (b) all inventory, all other products and goods held for sale or lease, as raw materials, work in process and the completely finished end products, and all other items of like type and kind, presently owned, acquired contemporaneously herewith and/or arising or acquired subsequent hereto, by way of replacement, renewal, return, repossession, substitution, addition or otherwise, and all additions and accessions thereto and all proceeds thereof, including returned and repossessed items and all documents covering inventory;
- (c) all accounts, contract rights, chattel paper, negotiable and non-negotiable instruments and agreements, and general intangibles evidencing and/or securing any monetary obligation (hereinafter called "Receivables"), presently existing and/or hereafter arising, the rights and interests in the goods the sale or lease of which gave rise to the Receivables, including returned and repossessed items, and the proceeds thereof;
- (d) all instruments and documents of whatsoever kind or nature, presently owned or hereafter acquired;
- (e) all intangibles of whatsoever kind or nature, including, but not limited to, trade secrets, copyrights, trademarks, patents, literary and musical works, files, customer lists, books, records, papers, discs, tapes, trade names, good will, licenses, contracts, agreements, rights and leases, and all other items of like type and kind, presently existing and/or hereafter arising or acquired, by way of replacement, renewal, substitution, addition or otherwise, and all additions and accessions thereto and all proceeds thereof; and

AMERICAN TITLE GUARANTEE CORPORATION  
120 EAST BALTIMORE ST.  
SUITE 1800  
BALTIMORE MARYLAND 21202

11/30/92

BOOK 579 PAGE 490

(f) all cash and non-cash proceeds of any property or goods described in the subparagraphs (a), (b), (c), (d) or (e) of this Section.

4. This transaction is X is not        exempt from recordation tax. Principal amount of the Debt is \$400,000.

DEBTOR:  
L&S DIESEL SERVICE, INC.

SECURED PARTY:  
FARMERS BANK, A FEDERAL SAVINGS BANK

By: John W. Catburg

By: [Signature]

AFTER RECORDATION, RETURN TO:

**Levin & Gann, P.A.**  
2 Hopkins Plaza, 9th Floor  
Baltimore, Maryland 21201  
Attn: Edward B. Steinberg, Esq.

AMERICAN TITLE GUARANTEE CORPORATION  
120 EAST BALTIMORE ST.  
SUITE 1800  
BALTIMORE, MARYLAND 21202

FINANCING STATEMENT

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 50,000.00 SEE ATTACHED ALLOCATION OF RECORDATION TAXES  
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel County

BOOK 579 PAGE 491

5. Debtor(s) Name(s): John Nutting, M.D. Address(es): 1720 Crain Highway  
Glen Burnie, MD 21061  
600 Ridgely Avenue, Suite 221  
Annapolis, Maryland 21401

6. Secured Party: MARYLAND NATIONAL BANK Address: 100 S. Charles Street  
Baltimore, Maryland 21201  
Attention: LDRU 250603

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

Debtors:  
 John Nutting, M.D. (Seal)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Seal)

RECORD FEE 11.00  
RECORD TAX 280.00  
POSTAGE .50  
#422130 CARR R02 T14#43  
04/22/92  
MARY H. ROSE  
AA CO. CLERK COURT  
Return To:  
LSU Team 1 Mailstop 250603  
Maryland National Bank  
100 S. Charles Street  
Baltimore, MD 21201

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

**CERTIFICATION FOR ALLOCATION OF  
MARYLAND RECORDATION TAX**

Date: 2/20/92

TO: Clerk of the Circuit Court, Anne Arundel County

REFERENCE: John T. Nutting, M.D. and Debra M. Nutting

With respect to the above-referenced loan(s) and to the personal property (the "Collateral") securing said loan(s), the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- 1. Value of Inventory and Other Exempt Collateral \$ 53,000
- 2. Value of Equipment and Other Non-Exempt Collateral \$ 13,300
- 3. Total Value of Collateral \$ 66,300

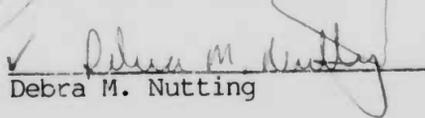
4. Computation of Amount of Debt Exempt from Recordation Tax:

<u>Value of Exempt Collateral</u> Total Collateral	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
\$ <u>53,000</u> \$ <u>66,300</u>	X	\$ <u>50,000</u>	=	\$ <u>39,969.83</u>

- 5. Amount of Non-Exempt Debt: \$ 39,969.83
- 6. Recordation Tax Due on Non-Exempt Debt, Rounded Off:  

$$\frac{\$ 7.00}{1000} \times \$ 40,000 = \$ 280.00$$

By:  (SEAL)  
 John T. Nutting, M.D.

 (SEAL)  
 Debra M. Nutting

CLTIC 3911566

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

File No. \_\_\_\_\_

       TO BE RECORDED IN FINANCING STATEMENT  
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing \_\_\_\_\_ Record Reference Liber 558, folio 410  
Maturity Date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or Assignor(s)      No.      Street      City      State  
ATLANTIC UTILITIES, INC.           8174 Ritchie Hwy., Pasadena, MD 21122

Name of Secured Party or Assignee      No.      Street      City      State  
MARYLAND NATIONAL BANK      10 Light Street, 021901, Baltimore, MD 21202  
Construction Finance Unit

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No32C as shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as No. 8024 Pine Ridge Road.

Debtor(s) or Assignor(s)

\_\_\_\_\_  
\_\_\_\_\_

MARYLAND NATIONAL BANK (SEAL)  
(Corporate, Trade or Firm Name)

Debra A. Thebaud  
Signature of Secured Party or Assignee

Debra A. Thebaud, Asst. Vice President  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

Type or print name under signature

(term(s))

1050

REC  
PR  
REC

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT  
~~LAND~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

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Date of Filing \_\_\_\_\_ Record Reference Liber 558 folio 414  
Maturity Date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or Assignor(s) No. Street City State  
MANDRIN CONSTRUCTION COMPANY, INC., 8174 Ritchie Highway, Pasadena, Maryland 21122

Name of Secured Party or Assignee No. Street City State  
MARYLAND NATIONAL BANK, 10 Light Street, 19th Floor, Baltimore, Maryland 21202  
Real Estate Industries Group  
Construction Finance Section

CHECK APPLICABLE STATEMENT

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BL  
CLERK

BEING KNOWN AND DESIGNATED as Lot No. 32C, as shown on the recorded plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. Being in the third (3rd) District of Anne Arundel County. The improvements thereon being known as No. 8024 Pine Ridge Road.

Debtor(s) or Assignor(s)

\_\_\_\_\_  
\_\_\_\_\_

Maryland National Bank (SEAL)  
(Corporate, Trade or Firm Name)

*Debra A. Thebaud*  
Signature of Secured Party or Assignee

Type or print name under signature

Debra A. Thebaud, Asst. Vice President  
(Owner, Partner of Officer and Title)  
(Signature must be in ink)

1050

REC

Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

File No. \_\_\_\_\_

TO BE RECORDED IN FINANCING STATEMENT  
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Record Reference Liber 552, folio 514

Date of Filing  
Maturity Date (if any)

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

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Debtor(s) or Assignor(s)  
\_\_\_\_\_  
\_\_\_\_\_  
Type or print name under signature

MARYLAND NATIONAL BANK(SEAL)  
(Corporate, Trade or Firm Name)

*Debra A. Thebaud*  
Signature of Secured Party or Assignee

Debra A. Thebaud, Asst. Vice President  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

(term(s)) ..

1030



POSTAGE  
MAY 11 1988  
04/22/88

Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.

BOOK 579 486

CLTIC 3911566

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

File No. \_\_\_\_\_

TO BE RECORDED IN FINANCING STATEMENT  
 RECORDS OF ANNE ARUNDEL COUNTY

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing \_\_\_\_\_ Record Reference Liber 558, folio 410  
Maturity Date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or Assignor(s) No. Street City State  
ATLANTIC UTILITIES, INC. 8174 Ritchie Hwy., Pasadena, MD 21122

Name of Secured Party or Assignee No. Street City State  
MARYLAND NATIONAL BANK 10 Light Street, 021901, Baltimore, MD 21202  
Construction Finance Unit

CHECK APPLICABLE STATEMENT

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BL  
CLERK

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Debtor(s) or Assignor(s)

\_\_\_\_\_  
\_\_\_\_\_

MARYLAND NATIONAL BANK (SEAL)  
(Corporate, Trade or Firm Name)

Debra A. Thebaud  
Signature of Secured Party or Assignee

Type or print name under signature

Debra A. Thebaud, Asst. Vice President  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

(term(s))

1552

das  
PR  
REC

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT  
~~LAND~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing \_\_\_\_\_ Record Reference Liber 558 folio 414  
Maturity Date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or Assignor(s) No. Street City State  
MANDRIN CONSTRUCTION COMPANY, INC., 8174 Ritchie Highway, Pasadena, Maryland 21122

Name of Secured Party or Assignee No. Street City State  
MARYLAND NATIONAL BANK, 10 Light Street, 19th Floor, Baltimore, Maryland 21202  
Real Estate Industries Group  
Construction Finance Section

CHECK APPLICABLE STATEMENT

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Debtor(s) or Assignor(s)

\_\_\_\_\_  
\_\_\_\_\_

Maryland National Bank (SEAL)  
(Corporate, Trade or Firm Name)

Debra A. Thebaud  
Signature of Secured Party or Assignee

Type or print name under signature

Debra A. Thebaud, Asst. Vice President  
(Owner, Partner of Officer and Title)  
(Signature must be in ink)

Term(s)  
Page 44

155



RECORD FEE 10.00  
POSTAGE .50  
MAY 11 1985  
CO. CLERK COURT

Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.  
CLTIC # 3911965

BOOK 579 PAGE 498

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT  
~~LAND~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing  
Maturity Date (if any)

Record Reference Liber 558 folio 414

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
MANDRIN CONSTRUCTION COMPANY, INC.,	8174	Ritchie Highway,	Pasadena,	Maryland 21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK, 10 Light Street, Real Estate Industries Group Construction Finance Section	19th Floor,	Baltimore,	Maryland	21202

CHECK APPLICABLE STATEMENT

- CONTINUATION  
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BEING KNOWN AND DESIGNATED as Lot No. 13C, as shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as No. 352 Nature Walk Lane.

Debtor(s) or Assignor(s)

\_\_\_\_\_  
\_\_\_\_\_

Maryland National Bank (SEAL)  
(Corporate, Trade or Firm Name)

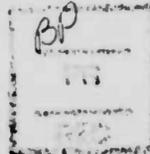
Deborah A. Thebaud  
Signature of Secured Party or Assignee

Type or print name under signature

Deborah A. Thebaud, Assist. V.P.  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

Term(s)

Mail to Commonwealth



Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.

BOOK 579 PAGE 499

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT  
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing

Record Reference Liber 552, folio 514

Maturity Date (if any)

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

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BEING KNOWN AND DESIGNATED as Lot No.13Cas shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as 352 Nature Walk Lane.

Debtor(s) or Assignor(s)

\_\_\_\_\_

\_\_\_\_\_

Type or print name under signature

MARYLAND NATIONAL BANK(SEAL)  
(Corporate, Trade or Firm Name)

*Deborah A. Thebaud*  
Signature of Secured Party or Assignee

Deborah A. Thebaud, Assist. V.P.  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

(terms)

1550  
Mail to

Commonwealth

Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.

CLTIC 3911965

BOOK 579 PAGE 500

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT  
 RECORDS OF ANNE ARUNDEL COUNTY

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing  
Maturity Date (if any)

Record Reference Liber 558, folio 410

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance Unit		10 Light Street,	Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

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BL  
CLERK

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Debtor(s) or Assignor(s)

\_\_\_\_\_  
\_\_\_\_\_

MARYLAND NATIONAL BANK (SEAL)  
(Corporate, Trade or Firm Name)

Deborah A. Thebaud  
Signature of Secured Party or Assignee

Type or print name under signature

Deborah A. Thebaud, Assist. V.P.  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

(term/s)

15  
Mail to [Stamp] [Signature]

CLTIC 3911965

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

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 RECORDS OF ANNE ARUNDEL COUNTY

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ATLANTIC UTILITIES, INC. 8174 Ritchie Hwy., Pasadena, MD 21122

Name of Secured Party or Assignee No. Street City State  
MARYLAND NATIONAL BANK 10 Light Street, 021901, Baltimore, MD 21202  
Construction Finance Unit

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Debtor(s) or Assignor(s)

\_\_\_\_\_  
\_\_\_\_\_

MARYLAND NATIONAL BANK (SEAL)  
(Corporate, Trade or Firm Name)

*Deborah A. Thebaud*  
Signature of Secured Party or Assignee

Type or print name under signature

Deborah A. Thebaud, Assist. V.P.  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

(term/s)

10/8  
Mail to Commonwealth

BL  
CERT

Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.

BOOK 579 PAGE 502

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT  
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

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Date of Filing  
Maturity Date (if any)

Record Reference Liber 552, folio 514

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	021901, Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

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BL  
CLERK

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Debtor(s) or Assignor(s)

\_\_\_\_\_

MARYLAND NATIONAL BANK (SEAL)  
(Corporate, Trade or Firm Name)

\_\_\_\_\_

*Deborah A. Thebaud*  
Signature of Secured Party or Assignee

\_\_\_\_\_

Type or print name under signature

Deborah A. Thebaud, Assist. V.P.  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

(terms)

184  
Mail to Commonwealth

Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.  
CLTIC # 3911965

BOOK 579 PAGE 503

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

TO BE RECORDED IN FINANCING STATEMENT  
~~LAND~~ RECORDS OF ANNE ARUNDEL COUNTY

File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing

Record Reference

Liber 558 folio 414

Maturity Date (if any)

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
MANDRIN CONSTRUCTION COMPANY, INC.,	8174	Ritchie Highway,	Pasadena,	Maryland 21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK, Real Estate Industries Group Construction Finance Section	10	Light Street,	19th Floor, Baltimore,	Maryland 21202

CHECK APPLICABLE STATEMENT

CONTINUATION

The original Financing Statement identified above by file number is still effective.

TERMINATION

The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.

RELEASE

From the property described in the original Financing Statement identified above, the property described below is released.

ASSIGNMENT

The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No. 13C, as shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as No. 352 Nature Walk Lane.

Debtor(s) or Assignor(s)

\_\_\_\_\_

Maryland National Bank (SEAL)  
(Corporate, Trade or Firm Name)

\_\_\_\_\_

*Deborah A. Thebaud*  
Signature of Secured Party or Assignee

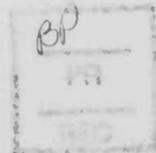
Type or print name under signature

Deborah A. Thebaud, Assist. V.P.  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

Term(s)

108  
Mail to

Commonwealth



Uniform Commercial Code  
Continuation, Termination  
Release, Assignment, Etc.

BOOK 579 PAGE 504

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

For Filing Officer Use

File No. \_\_\_\_\_

TO BE RECORDED IN FINANCING STATEMENT  
~~XXXX~~ RECORDS OF ANNE ARUNDEL COUNTY

Date & Hour \_\_\_\_\_

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Date of Filing  
Maturity Date (if any)

Record Reference Liber 552, folio 514

Name(s) of Debtor(s) or Assignor(s)	No.	Street	City	State
ATLANTIC UTILITIES, INC.		8174 Ritchie Hwy.,	Pasadena, MD	21122

Name of Secured Party or Assignee	No.	Street	City	State
MARYLAND NATIONAL BANK Construction Finance		10 Light Street,	021901, Baltimore, MD	21202

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claim a security interest under the Financing Statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.

OTHER PARTIAL RELEASE OF THE FOLLOWING DESCRIBED PROPERTY:

BEING KNOWN AND DESIGNATED as Lot No.32Cas shown on the plat entitled, "Section One, SANDY OAKS", which plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 125, page 5. BEING in the 3rd District of Anne Arundel County. The improvements thereon being known as 8024 Pine Ridge Road.



Debtor(s) or Assignor(s)

\_\_\_\_\_  
\_\_\_\_\_

Type or print name under signature

MARYLAND NATIONAL BANK(SEAL)  
(Corporate, Trade or Firm Name)

Debra A. Thebaud  
Signature of Secured Party or Assignee

Debra A. Thebaud, Asst. Vice President  
(Owner, Partner or Officer and Title)  
(Signature must be in ink)

(term(s)) ..

15 Commonwealth  
Mail to



286159

BOOK 578 PAGE 505

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 13,500.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Northward Corporation

3400 MOUNTAIN ROAD  
~~8004 Jumpers Hole Road~~  
Pasadena, MD 21122

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

John Deere 770 MFWD Tractor Serial No. M00770A005575  
Engine No. CH3045D005602.  
John Deere 7 Backhoe with 16" Bucket.  
John Deere 70 Loader with Mount Kit and 48" Material Bucket.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3. XX Proceeds } of the collateral are also specifically covered.  
XX Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.



RECORD FEE 11.00  
RECORD TAX 94.50  
POSTAGE .50  
FARMERS NATIONAL BANK OF MARYLAND  
ANNAPOLIS, MARYLAND 21401  
MAY 14 1978  
AD CO. CIRCUIT COURT

Debtor (or Assignor)  
Northward Corporation

Secured Party (or Assignee)

BY: *[Signature]*  
Reese W. Diggs, Jr., President

FARMERS NATIONAL  
BANK OF MARYLAND

BY: *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

11.00  
94.50  
0.50



(d) all leases, rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the Property; and

(e) all of the accounts of the Debtor, including without limitation, all notes, accounts receivable, drafts, acceptances and similar instruments and documents, and all contract rights; and

(f) all plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; sewer and water taps, allocations and agreements for utilities, bonds, utility deposits, refunds of fees or deposits paid to governmental authorities; licenses, permits, approvals and applications therefor from governmental authorities; contracts, subcontracts, service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional materials, wherever located and whenever created, compiled or made with respect to the Property; and

(g) all of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise; and

(h) all of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including, but not limited to, any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.

4. The aforesaid items are included as security in the Deed of Trust of even date herewith given by Debtor to GEORGE H. MANTAKOS and CHARLES C. HOLMAN, Trustee(s), and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to the Secured Party, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
5. Proceeds of collateral, after-acquired property, substitutions, renewals, replacements, additions or accretions of the above-described property, and all cash and non-cash proceeds thereof, are covered hereunder.
6. In addition to the Property listed on Exhibit A attached hereto, the Property described herein shall also be deemed to include, without the necessity for a separate supplemental filing in these records, additional lots in Woodside Ridge subdivision, later acquired by Debtor and encumbered by the lien of the Deed of Trust as the same shall be supplemented from time to time.

DEBTOR:

DAVIDSON DEVELOPMENT, INC.

By: J. P. [Signature]  
 Name:  
 Title:

EXHIBIT A

DESCRIPTION OF PROPERTY

ALL THOSE THREE (3) LOTS OF GROUND situate and lying in Anne Arundel County, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot Nos. 4, 6 and 15, as shown on the plat entitled "Woodside Ridge," which plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 140, page 34.

daviddesc.cwj (ws10)  
R&E 102-704

ANNE ARUNDEL COUNTY STATE OF MARYLAND  
FINANCING STATEMENT 286572

BOOK 579 PAGE 509  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 11,000\*\*

If this statement is to be recorded in land records check here.

\*\*taxes paid to SDAT on April 7, 1992

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Commonwealth Leasing Corporation, Attn: President  
Address P O Box 11390, Richmond, VA 23230

2. SECURED PARTY

Name NationsBank of Virginia, N.A., Attn: E. Turner Coggin  
Address NationsBank Pavilion, 4th Floor, P O Box 27025, Richmond, VA 23261  
M. Smith, CCA Financial Services, Inc., POB 11390, Richmond, VA 23230  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)  
See Schedule "A" attached hereto and made a part hereof

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

COMMONWEALTH LEASING CORPORATION

*William W. Cutchins*  
\_\_\_\_\_  
(Signature of Debtor)

WILLIAM W. CUTCHINS, PRESIDENT  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

NATIONSBANK OF VIRGINIA, N.A.

*E. Turner Coggin*  
\_\_\_\_\_  
(Signature of Secured Party)

BY: *First V.P.*  
\_\_\_\_\_  
Type or Print Above Signature on Above Line

RECORD FEE 13.00  
POSTAGE .50  
#422550 C489 R02 T09:47  
04/23/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT



135

B<sup>00</sup>  
135

SCHEDULE A

Description of Collateral

The Master Lease Agreement made as of October 26, 1990, between Commonwealth Leasing Corporation and Fair Lanes, Inc. and its subsidiaries which are signatories thereto (the "Lease"), all equipment schedules now in effect or hereafter entered into under or in connection with the Lease ("Equipment Schedules"), all guarantees of and security for the Lease and/or the Equipment Schedules, all amendments, supplements, extensions, renewals and additions to the Lease, any Equipment Schedule or any guarantee or security therefor, all other right, title and interest of Commonwealth Leasing Corporation in and to the Lease and the Equipment Schedules, all scoring devices and displays and other bowling equipment now or hereafter leased under the Lease and/or one or more of the Equipment Schedules, including, without limitation, the equipment described on the following pages of this Schedule A hereto, and all additions and accessions thereto.

**SCHEDULE "A"**  
**EQUIPMENT PACKAGE "B"**

A. One (1) Advantage System consisting of the following:

1 Intel 386 20 MHZ personal computer including:

8 Mbyte Memory  
150 Mbyte Hard Disk  
1.2 Mbyte Floppy Disk Drive  
40 Mbyte Tape Back-up Unit

1 Front Desk Cash Terminal including:

Wyse 85 CRT Terminal  
Cash Drawer

1 Lane Pinspotter Interface Unit  
1 Scores Printer Epson Model LX810 or Equivalent  
1 Back Office Terminal Wyse Model 85  
1 Back Office Printer Epson Model FX1050  
1 2400 Baud Modem  
1 Magnetic Card Reader  
1 Software Lane/Cash Control  
1 Software Scorer Control Program  
1 Software Bowling Program  
1 Vpix DOS Environment Software

B. One (1) Advantage Spare Parts Kit consisting of the following:

1 LIU Printed Circuit Board  
1 LIU Power and Control Printed Circuit Board  
1 LIU Lane Printed Circuit Board  
1 Advantage Multi-Port Communications Board

STATE OF MARYLAND

ANNE ARUNDEL, MD

BOOK 579 PAGE 512

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282839

RECORDED IN LIBER 564 FOLIO 323 ON 1/29/91 (DATE)

1. DEBTOR

Name Fair Lanes Maryland Bowling, Inc., d/b/a Fair Lanes Southdale  
Address 1112 North Rolling Road, Baltimore, MD 21228

2. SECURED PARTY

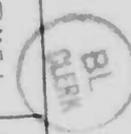
Name Commonwealth Leasing Corporation  
Address 8800 AMF Drive, Richmond, VA 23111

Michele Smith, CCA Financial Services, Inc., POB 11390, Richmond, VA 23230  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input checked="" type="checkbox"/> <b>C. Assignment</b> <span style="float: right;">XXX</span> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:  Name and Address of Assignee: NationsBank of Virginia, N.A. NationsBank Pavilion, 4th Floor P O Box 27025 Richmond, VA 23261 Attn: E. Turner Coggin	<input type="checkbox"/> <b>D. Other:</b> (Indicate whether amendment, termination, etc.)
Description of Collateral Assigned: All Collateral as described on the Original Financing Statement.		

RECORD FEE 10.00  
POSTAGE .50  
#422560 0489 R02 T09:48  
04/23/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT



105  
50

Dated April 1, 1992

Commonwealth Leasing Corporation

*William W. Cutchins*  
(Signature of Secured Party)

WILLIAM W. CUTCHINS - PRESIDENT  
Type or Print Above Name on Above Line

11 10<sup>00</sup> 33

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282840

RECORDED IN LIBER 564 FOLIO 327 ON 1/29/91 (DATE)

1. DEBTOR

Name Fair Lanes Florida Bowling, Inc., d/b/a Fair Lanes Annapolis  
Address 1112 North Rolling Road, Baltimore, MD 21228

2. SECURED PARTY

Name Commonwealth Leasing Corporation  
Address 8800 AMF Drive, Richmond, VA 23111  
Michele Smith, CCA Financial Services, Inc., POB 11390, Richmond, VA 23230  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> XX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
	Name and Address of Assignee: NationsBank of Virginia, N.A. NationsBank Pavilion, 4th Floor P O Box 27025 Richmond, VA 23261 Attn: E. Turner Coggin	
	Description of Collateral Assigned: All Collateral as described on the Original Financing Statement	

RECORD FEE 10.00  
POSTAGE .50  
#422570 0489 R02 T09:48  
04/23/92  
MARY H. ROSE  
AA CO. CIRCUIT COURT



10  
52

Dated April 1, 1992

Commonwealth Leasing Corporation

*W. W. Cutchins*  
(Signature of Secured Party)

WILLIAM W. CUTCHINS - PRESIDENT  
Type or Print Above Name on Above Line

10 10<sup>00</sup>

STATE OF MARYLAND

ANNE ARUNDEL CO., MD

BOOK 579 PAGE 514

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282841

RECORDED IN LIBER 564 FOLIO 331 ON 1/29/91 (DATE)

1. DEBTOR

Name Fair Lanes Maryland Bowling, Inc., d/b/a Fair Lanes Ritchie

Address 1112 North Rolling Road, Baltimore, MD 21228

2. SECURED PARTY

Name Commonwealth Leasing Corporation

Address 8800 AMF Drive, Richmond, VA 23111

Michele Smith, CCA Financial Services, Inc., POB 11390, Richmond, VA 23230  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Name and Address of Assignee:  
NationsBank of Virginia, N.A.  
NationsBank Pavilion, 4th Floor  
P O Box 27025  
Richmond, VA 23261  
Attn: E. Turner Coggin

Description of Collateral Assigned:  
All Collateral as described on the Original Financing Statement

RECORD FEE 10.00

POSTAGE .50

#422580 C189 R02 T09:48-

04/23/92



MARY M. ROSE  
AA CO. CIRCUIT COURT

1000

Commonwealth Leasing Corporation

Dated April 1, 1992

*Will. W. Cutchins*  
(Signature of Secured Party)

WILLIAM W. CUTCHINS - PRESIDENT  
Type or Print Above Name on Above Line

1000

STATE OF MARYLAND

Anne Arundel County

BOOK 579 PAGE 515

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. ~~006760X~~ 283662

RECORDED IN LIBER 568 FOLIO 30 ON May 16, 1991 (DATE)

1. DEBTOR

Name Fair Lanes Maryland Bowling, Inc., d/b/a Fair Lanes Southwest

Address 1112 North Rolling Road, Baltimore, MD 21228

2. SECURED PARTY

Name Commonwealth Leasing Corporation

Address 8800 AMF Drive, Richmond, VA 23111

CCA Financial Services, P. O. Box 11390, Richmond, VA 23230

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p>Name and Address of Assignee NationsBank of Virginia, N.A. NationsBank Pavilion, 4th Floor P. O. Box 27025 Richmond, VA 23261 Attn: E. Turner Coggin</p>	<p>Description of Collateral Assigned All collateral as described on the original financing statement</p>



RECORD FEE 10.00  
POSTAGE .50  
#422590 0489 R02 T09:49  
04/23/92  
MARY H. ROSE  
AA CO. CIRCUIT COURT

Commonwealth Leasing Corporation

Dated \_\_\_\_\_

By: William W. Cutchins  
(Signature of Secured Party)

William W. Cutchins - President  
Type or Print Above Name on Above Line

1000

NO TAX DUE TO PERFECT SECURITY INTEREST

1/5

TO BE RECORDED AMONG THE CHATTEL RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND

286173

BOOK 579 PAGE 516

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No. ....	
Date & Hour .....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
BWI/Parkway Hotel Group Limited Partnership		c/o Eliezer Benbassat, 905 Silver Spring Avenue, Silver Spring, Maryland		20910

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
Bank of Maryland		7126 Wisconsin Avenue,	Bethesda, MD	20814

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

See the Schedule A attached hereto.

Mr. Peter A. Converse  
Bank of Maryland  
7126 Wisconsin Avenue  
Bethesda, Maryland 20814

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

See the Exhibit A attached hereto.

- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

BWI/Parkway Hotel Group Limited Partnership

By: BWI Hotel Corporation, General Partner

By: [Signature]  
(Type or print name under signature)  
Eliezer Benbassat,  
President

Bank of Maryland (Seal)

(Corporate, Trade or Firm Name)

Peter A. Converse, V.P.  
Signature of Secured Party or Assignee

Peter A. Converse, Vice President

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

BL CLERK

1852

(a) All Debtor's right, title, and interest in and to the buildings and improvements, and any modifications, additions, restorations or replacement of the whole or any part thereof, now or hereafter constructed or existing on the real estate described in Exhibit A attached hereto (the "Land") (all of which are hereinafter referred to as the "Improvements"); and

(b) All Debtor's right, title, and interest as landlord (whether named as such therein or by assignment or otherwise) in all leases, if any, of the Land or any portion thereof or of space in the Improvements, now existing or at any time hereafter made, and any and all amendments, modifications, supplements, renewals, and extensions thereof, together with all rents, royalties, hotel room charges, security deposits, revenues, downpayments, issues, earnings, profits, income, and other benefits of the Land and the Improvements or any part thereof (including, without limitation, advance rental payments, payments incident to any assignment, sublease or surrender of said leases, claims for forfeited deposits and claims for damages) now due or hereafter to become due with respect to the Land and the Improvements or any part thereof; and

(c) All personal property, tangible or intangible, and all fixtures, machinery, and equipment now or hereafter owned, constructed or acquired by Debtor, now or hereafter located on or attached to or in any way relating, belonging or pertaining to the Land or the Improvements, and all extensions, additions, renewals, substitutions, and replacements thereof; and

(d) All additions to the foregoing, and all proceeds thereof, including, without limitation, proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, all Awards (as defined in the Deed of Trust) and other payments as a result of any Taking (as defined in the Deed of Trust), all Insurance Proceeds (as defined in the Deed of Trust), and all proceeds of the title insurance referred to in the Deed of Trust, together with all amounts received by the Trustees, or due and payable to Trustees or Secured Party, pursuant to the Deed of Trust; and

(e) All right, title, and interest of Debtor in and to all streets, roads, alleys, ways, tenements, hereditaments, passages, waters, water rights, water courses, riparian rights and public places, opened or proposed, and all easements, accretions, rights, and appurtenances, now or hereafter used in connection with, or belonging or appertaining to, the Land or the Improvements; and

(f) All of the accounts of Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods; and

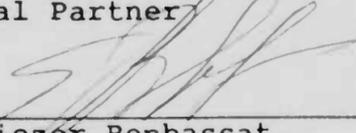
(g) All right, title and interest of Debtor in and to any contracts entered into for the renovation, demolition or construction of the Improvements or any additions thereto.

For purposes hereof, the term "Deed of Trust" shall mean that certain Deed of Trust, Assignment of Rents and Leases and Security Agreement dated March 20, 1992 from Debtor to the Trustees named therein (the "Trustees") for the benefit of Secured Party.

BWI/Parkway Hotel Group  
Limited Partnership

Date: March 24, 1992

By: BWI Hotel Corporation,  
General Partner

By:   
Eliezer Benbassat,  
President

Being all of that parcel of land designated as Lot 32 as shown on a plat of subdivision entitled "Section Ten, PARKWAY INDUSTRIAL CENTER" and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 51, Page 9 as Plat No. 2734, and being more particularly described as follows:

Beginning for the same at a point at the southwesterly end of the 12.00 feet arc lot line of the aforesaid Lot 32 as shown on the aforesaid plat, said point being on the southeasterly right of way line of Parkway Drive (80 feet wide) also as shown on the aforesaid plat; and running thence, along said right of way line, the three (3) following courses and distances:

1. 12.00 feet along the arc of a curve, deflecting to the right, having a radius of 337.49 feet and a chord bearing North 72 degrees 45' 54" East, 12.00 feet to a point; thence
2. 298.81 feet along the arc of a curve, deflecting to the left, having a radius of 440.00 feet and a chord bearing South 54 degrees 18' 49" West, 293.10 feet to a point; thence
3. North 34 degrees 51' 30" East, 40.00 feet to a point at the westerly end of the northeasterly or South 55 degrees 08' 30" East, 691.94 feet lot outline of said Lot 32; running thence with said outline the following two (2) courses and distances
4. South 55 degrees 08' 30" East, 691.94 feet to a point; thence
5. South 74 degrees 45' 06" West, 450.75 feet to a point at the easterly end of the North 55 degrees 08' 30" West, 445.00 feet common lot line of said Lots 32 and 33; running thence with said common lot line the following course and distance
6. North 55 degrees 08' 30" West, 445.00 feet to a point; thence binding on or intending to bind on the North 37 degrees 24' 27" West, 66.04 foot common lot line between Lots 32 and 33, as now surveyed
7. North 37 degrees 29' 15" West, 65.95 feet to the point of beginning.

FINANCING STATEMENT

- To be recorded among the Financing Statement Records of Anne Arundel County, Maryland.
- To be recorded among the Financing Statement Records of the Maryland State Department of Assessments and Taxation.
- Not subject to Recordation Tax.
- Recordation Tax has been paid on the principal amount of \$47,000.00 in connection with the filing of a Deed of Trust recorded among the Land Records of Anne Arundel County, Maryland.

**DEBTOR:**  
 WILLIAM J. BORO  
 HELEN V. BORO

**ADDRESS:**  
 1903 Ridgeville Road  
 Edgewater, Maryland 21037

BL  
CLERK

**SECURED PARTY:**  
 FARMERS NATIONAL BANK  
 OF MARYLAND

**ADDRESS:**  
 Five Church Circle  
 Annapolis, Maryland 21401

This Financing Statement covers the following property and all cash and/or non-cash proceeds and products thereof, and proceeds of all insurance policies covering all or any part of such property:

- Specific Equipment and Fixtures. All of the Debtor's equipment described on Exhibit "A" attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith and (ii) all replacements thereof and substitutions therefor. All or a portion of the Debtor's equipment is located at 49 Old Solomons Island Road, #104, Annapolis, Maryland 21401.

LAW OFFICES  
 SNIDER, BUCK &  
 MIGDAL  
 CHARTERED  
 P.O. BOX 2400  
 ANNAPOLIS, MD 21404  
 (410) 263-8855

(SIGNATURES BEGIN ON NEXT PAGE)

*WB* Borrower's Initials  
*HVB* Borrower's Initials

FND01.897

DEBTORS:

SECURED PARTY:  
FARMERS NATIONAL BANK OF  
MARYLAND, a national banking  
association

*William J. Boro* (SEAL)  
WILLIAM J. BORO

*Helen V. Boro* (SEAL)  
HELEN V. BORO

*William A. Wacker* (SEAL)  
BY: WILLIAM A. WACKER  
Title: VICE PRESIDENT

Mr. Clerk: Please return to:  
Snider, Buck & Migdal, Chartered  
Attn: Donna Selby  
P. O. Box 2400  
Annapolis, Maryland 21404-2400

LAW OFFICES  
SNIDER, BUCK &  
MIGDAL  
CHARTERED  
P.O. BOX 2400  
ANNAPOLIS, MD 21404

(410) 263-8855

KCBLUEBORO.FS

*WB* Borrower's Initials  
*WB* Borrower's Initials

FINANCING STATEMENT

286196

BOOK 579 PAGE 522

\$ 11.50 \$3,150.00

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

- 1. To be recorded in the Land Records.
- 2. To be recorded among the Financing Statement Records.
- 3. Not subject to Recordation Tax.
- 4. Subject to Recordation Tax on an initial debt in the principal amount of \$ 504,000.00 SEE ATTACHED ALLOCATION OF RECORDATION TAXES  
The Debtor(s) certifies that with the filing of this Financing Statement, or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk, of the Circuit Court for Anne Arundel Co.

5. Debtor(s) Name(s): Command Technology, Inc. Address(es): 2600 Cabover Drive, Suite L & M Hanover, MD 21076

✓ 7505 Resource Court Baltimore, MD 21226 JJK

6. Secured Party: MARYLAND NATIONAL BANK Attention: LDRU 250603 Address: 100 South Charles Street Baltimore, Maryland 21201

7. This Financing Statement covers, and the Debtor(s) hereby grant(s) the Secured Party a security interest in, the following property, including without limitation (a) all amounts now and in the future owed by the Bank to each Debtor and/or on deposit in any account maintained by each Debtor with the Bank; (b) all present and future substitutions, replacements, appurtenances, accessories and accessions relating to any of the following; (c) all of each Debtor's books and records; (d) all proceeds (cash and noncash, including insurance proceeds) and products of all of the following in any form whatsoever; and (e) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the following:

A. All of each Debtor's present and future accounts, promissory notes, notes receivable, drafts, acceptances and other instruments and documents, chattel paper, tax refunds, general intangibles and cash, and all rights to the payment of money due or to become due to each Debtor for any reason whatsoever, and all goods returned, repossessed or stopped in transit, the sale, lease or other disposition of which contributed to the creation of any account, instrument or chattel paper, and all rights which each Debtor may at any time have against any account debtor or other obligor of each Debtor, including liens and security interests for benefit of each Debtor and all right of each Debtor with respect to present and future patents, pending and abandoned patent applications, literary rights, rights to performance, copyrights, trademarks, trademark registrations, trade names and trademark applications, together with the business and goodwill to which the same are appurtenant and all causes of action for infringements thereof.

B. All of the inventory of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including raw materials, work in process, finished goods, materials and supplies, goods returned or repossessed, and goods held for demonstration, marketing or similar purposes, and all property in or on which any of the foregoing is stored or maintained, and all documents of title and trust receipts relating to any inventory, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as inventory, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to inventory.

C. All of the equipment of each Debtor of every type and description, now owned and hereafter acquired and wherever located, including machinery, vehicles and other rolling stock, furniture, tools, leasehold improvements, fixtures, and materials and supplies relating to equipment, and all documents of title and trust receipts relating to equipment, and all present and future rights, claims and causes of action of each Debtor in connection with contracts for the purchase of, or warranties relating to, or damages to, goods held or to be held by each Debtor as equipment, and all warranties, manuals and other written materials (and packaging thereof or relating thereto) relating to equipment.

D. All of the Debtor's equipment and fixtures described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, all replacements thereof and substitutions therefor.

E. Each of the Debtor's motor vehicles described on Schedule A attached hereto and made a part hereof by reference, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith.

F. All of the property of each Debtor as described on Schedule A attached hereto and made a part of this Financing Statement by reference.

8. All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are \_\_\_\_\_

BL RECORD FEE 11.00  
CLERK RECORD TAX 3150.00  
POSTAGE .50  
#422770 C489 R02 T14:30

04/23/92

MARY M. ROSE AA CO. CIRCUIT COURT

Debtors: Command Technology, Inc.

By: X [Signature] (Seal) \_\_\_\_\_ (Seal)

George R. Braswell, President

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

\_\_\_\_\_  
(Seal) \_\_\_\_\_ (Seal)

Mr. Clerk: Please return to the address set forth in paragraph 6 above.

1100  
3150.00

**CERTIFICATION FOR ALLOCATION OF  
MARYLAND RECORDATION TAX**

Date: 2/21/92

TO: Clerk of the Circuit Court, of Anne Arundel County

REFERENCE: Command Technology, Inc.

With respect to the above-referenced loan(s) and to the personal property (the "Collateral") securing said loan(s), the Borrower hereby certifies to the best of the Borrower's knowledge, information and belief that the value of each portion of the Collateral and the amount of indebtedness attributable to each portion of the Collateral are as follows:

- |   |                 |
|---|-----------------|
| 1. Value of Inventory and Other Exempt Collateral     | \$ 420,000.00   |
| 2. Value of Equipment and Other Non-Exempt Collateral | \$ 768,000.00   |
| 3. Total Value of Collateral                          | \$ 1,188,000.00 |

4. Computation of Amount of Debt Exempt from Recordation Tax:

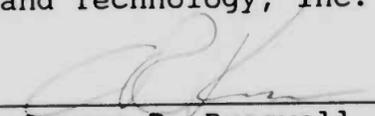
<u>Value of Exempt Collateral</u> Total Collateral	X	Total Amount of Debt Secured	=	Amount of Debt Exempt from Tax
\$ 420,000.00 \$ 1,188,000.00	X	\$ 654,000.00	=	\$ 231,212.12

5. Amount of Non-Exempt Debt: \$ 422,787.88

6. Recordation Tax Due on Non-Exempt Debt, Rounded Off:

<u>\$ 450,000.00</u> 1000	X	\$ 7.00	=	\$ 3,150.00
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Command Technology, Inc.

By:  (SEAL)  
George R. Braswell, President

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 493 Page No. 19  
 Identification No. 259719 Dated December 24 1985

1. Debtor(s) { Richard E Byrd and Lillian E Byrd  
 Name or Names—Print or Type  
7915 Myers Drive Glen Burnie (AA Co) Md 21061  
 Address—Street No., City - County State Zip Code

**MAIL TO:** { Sears, Roebuck and Company  
 2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><input type="checkbox"/> <b>A. Continuation</b> .....                  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> <b>B. Partial Release</b> .....                  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:                  POSTAGE</p>
<p><input type="checkbox"/> <b>C. Assignment</b> .....                  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><input checked="" type="checkbox"/> <b>D. Other:</b> .....                  (Indicate whether amendment, termination, etc.)   <b>Termination</b>                  MARY N. ROSE</p>

10.00  
.50  
0263 R01 T15:01  
04/23/92  
AA CO. CIRCUIT COURT



Dated: April 22, 1992 Sears, Roebuck and Company  
 Name of Secured Party  
[Signature]  
 Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
 Type or Print (Include Title if Company)

1050

CONDITIONAL SALES CONTRACT NOT SUBJECT TO RECORDATION TAX.

BOOK 579 PAGE 525

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 16APR92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Tank Tech. Corp.
Address 395 Route 9W Congers New York 10920

2. SECURED PARTY

Name Gardiner Equipment Co., Inc.
Address P. O. Box 37
Waldorf, Maryland 20604-0037
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 New John Deere 790D Excavator, S/N FF790DL008245

RECORD FEE 11.00
POSTAGE .50
4366159 0263 R01 115:05
04/23/92



CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) ROSE

AA CO. CIRCUIT COURT

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Gardiner Equipment Co., Inc.
P. O. Box 37
Waldorf, Maryland 20604-0037

(Signature of Debtor)

Tank Tech. Corp.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Donald W. Williams
Type or Print Above Name on Above Line

Handwritten mark: 11 5



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 526  
Filing File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

2/21/92

This financing statement Dated 4/17/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Robert White  
Address 7790 Outing Ave Pasadena MD 21122

2. SECURED PARTY

Name Norwest Financial  
Address 6710 Ritchie Hwy E Gln Burnie MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/17/95

4. This financing statement covers the following types (or items) of property: (list)

Night Stand 353-62-2  
T Dresser 353-8-0  
Mirror 353-9-0  
Head Board 353-1-4

RECORD FEE 11.00  
POSTAGE .50  
#366200 0263 R01 T15:07  
04/23/92



MARY H. ROSE

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

11-5  
Robert White  
(Signature of Debtor)

Robert White  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Don D. Matteo  
(Signature of Secured Party)

Don D. Matteo  
Type or Print Above Signature on Above Line



STATE OF MARYLAND

BOOK 579 PAGE 527

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 283027

RECORDED IN LIBER 565 FOLIO 247 ON 2/21/91 (DATE)

1. DEBTOR

Name ANNE ARUNDEL DIAGNOSTIC, INC  
Address 1655 CROFTON BLVD, CROFTON, MD 21114

2. SECURED PARTY

Name REYNA FINANCIAL CORPORATION  
Address 800 GERMANTOWN ST, DAYTON, OHIO 45407

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

BL CLERK

RECORD FEE 10.00  
POSTAGE .50  
4366210 CP63 R01 115:07  
04/23/92

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: NAME CHANGE</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

CHANGE NAME AND ADDRESS TO: ANNE ARUNDEL HEALTH CARE SERVICES -- DBA: ARUNDEL DIAGNOSTIC -- 140 JENNIFER ROAD -- ANNAPOLIS MD 21401.  
THIS FINANCING STATEMENT IS AUTHORIZED BY AND EXECUTED ON BEHALF OF THE DEBTOR BY REYNA FINANCIAL CORPORATION AS ATTORNEY IN FACT PURSUANT TO A WRITTEN AGREEMENT. THIS FILING IS FOR NOTICE PURPOSES ONLY. THE TRANSACTION OUT OF WHICH THIS FILING ARISES IS A TRUE LEASE BETWEEN SECURED PARTY/LESSOR AND DEBTOR/LESSEE.

MARY M. ROSE  
CIRCUIT COURT

105

Dated 4-14-92

*Pam Seymour, Loan Assistant*  
(Signature of Secured Party)

REYNA FINANCIAL CORPORATION

Type or Print Above Name on Above Line

BOOK 579 PAGE 528

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232686

RECORDED IN LIBER 425 FOLIO 381 ON May 21, 1980 (DATE)

1. DEBTOR

Name Calvin A. Cox  
Address 222 St. Paul Street, Baltimore, Maryland 21202

2. SECURED PARTY

Name Signet Trust Company  
(formerly known as Union Trust Company of Maryland)  
Address 7 St. Paul Street, 3rd Floor, Baltimore, Maryland 21202  
Robert L. Doory, Esquire, Miles & Stockbridge  
10 Light Street, Baltimore, Maryland 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

RECORD FEE 10.00  
POSTAGE .50  
#366550 0263 RD1 T15#24

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input checked="" type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Amendment</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

The original Financing Statement is hereby amended to change the address of Debtor. The new address is:

371 Ferry Point Road  
Pasadena, Maryland 21122

04/23/92  
N. ROSE  
CIRCUIT COURT  
BL CLERK

Debtor: Calvin A. Cox  
By: Calvin A. Cox  
Calvin A. Cox

Signet Trust Company  
By: Diane E. Ten Hopen  
(Signature of Secured Party)  
Diane E. Ten Hopen  
Type or Print Above Name on Above Line

Dated April 21, 1992

103

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232685

RECORDED IN LIBER 425 FOLIO 378 ON May 21, 1980 (DATE)

1. DEBTOR

Name Anne Arundel County, Maryland  
Arundel Center  
Address Northwest and Calvert Streets  
Annapolis, Maryland 21401

2. SECURED PARTY

Name Signet Trust Company  
(formerly known as Union Trust Company of Maryland)

Address 7 St. Paul Street, 3rd Floor, Baltimore, Maryland 21202  
Robert L. Doory, Esquire, Miles & Stockbridge  
10 Light Street, Baltimore, Maryland 21202

RECORD FEE 10.00

POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

04/23/92

3. Maturity date of obligation (if any)

BL  
CLERK

MARY M. ROSE

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

RECORDED IN LIBRARY COURT

105

Signet Trust Company

Dated April 21, 1992

By: [Signature]  
(Signature of Secured Party)

Diane E. TenHagen  
Type or Print Above Name on Above Line

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 232687

RECORDED IN LIBER 425 FOLIO 386 ON May 21, 1980 (DATE)

1. DEBTOR  
Maryland Composition Company, Inc.  
American Graphic Arts Corporation  
Name Photo Graphics, Inc.  
Chandler Building, 714 E. Pratt Street,  
Address Baltimore, Maryland 21202

2. SECURED PARTY  
Signet Trust Company  
Name (formerly known as Union Trust Company of Maryland)  
7 St. Paul Street, Baltimore, Maryland 21202  
Address Robert L. Doory, Esquire, Miles & Stockbridge,  
10 Light Street, Baltimore, Maryland 21202  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input checked="" type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> <b>C. Assignment</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> <b>D. Other: Amendment</b> (Indicate whether amendment, termination, etc.)
	1. The names of the original Debtors were: Maryland Composition Company, American Graphic Arts Corporation, and Photo Graphics, Inc. The new Debtor is Maryland Composition Company, Inc., pursuant to Articles of Merger filed on July 10, 1980, which merged American Graphic Arts Corporation and Photo Graphics, Inc. into Maryland Composition Company, Inc.	
	2. The new address of the Debtor is: 6711 Dover Road, Baymeadow Industrial Park, Glen Burnie, Maryland 21061	

RECORD FEE 10.00  
STAMP FEE .50  
04/23/80  
M. ROSE  
CIRCUIT COURT



10  
83

Debtor: Maryland Composition Company, Inc.  
By: Calvin A. Cox - President  
Calvin A. Cox, President

Signet Trust Company  
By: [Signature]  
(Signature of Secured Party)  
Diane E. Ten Haven  
Type or Print Above Name on Above Line

Dated April 21, 1992

FILED WITH: CIRCUIT COURT FOR ANNE ARUNDEL COUNTY  
POST OFFICE BOX 71  
ANNAPOLIS, MARYLAND 21404

BOOK 579 PAGE 531

PREPARED BY: CITIZENS BANK  
P O BOX 1900  
ELIZABETHTON, TN 37643

286199

FINANCING STATEMENT FORM UCC-1

Identifying File No

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$65,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated APRIL 6, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STANLEY ENGINEERING COMPANY, INC.

Address 180 PENROD COURT, BLDG F GLEN BURNIE, MD 21061

2. SECURED PARTY

Name CITIZENS BANK

Address P. O. BOX 1900, BROAD STREET & LYNN AVENUE, ELIZABETHTON, TN 37643

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) NO MATURITY

4. This financing statement covers the following types (or items) of property: (list)

1988 MATSUURA TIGER/MX3 MACHINING CENTER SERIAL #880306550

RECORD FEE 11.00

RECORD TAX 455.00

POSTAGE .50



#357740 0263 R01 T0914B

04/24/92

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate) *ROSE*

*AN CO. CIRCUIT COURT*

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STANLEY ENGINEERING COMPANY, INC.

X *[Signature]*  
(Signature of Debtor)  
KENNETH R. STANLEY, PRESIDENT

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CITIZENS BANK

*[Signature]*  
(Signature of Secured Party)  
JOE LaPORTE III, PRESIDENT

Type or Print Above Name on Above Line

11  
455  
3

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3 MATURITY DATE  
(If Any) **29JUN95**  
FOR FILING OFFICER (Date, Time and Filing Office)

1 DEBTOR(S) (Last Name First) and ADDRESS(ES)  
**PRICE\*\*\*\*\*  
6 SEVERNDALE RD  
SEVERNA PARK  
231547927 AA**

2 SECURED PARTY(IES) and ADDRESS(ES)  
**RICHARD L. JOHN DEERE COMPANY  
P. O. BOX 65090  
WEST DES MOINES IA 50265**

BOOK **579** PAGE **532**

4 This statement refers to original Financing Statement bearing File No. **281333**  
BK **557** PG **404**  
Filed with **ANNE ARUNDEL MD** Date Filed **29JUN90**

- 5  CONTINUATION - The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6  TERMINATION - Secured Party no longer claims a security interest under the financing statement bearing file number shown above.
- 7  ASSIGNMENT - The Secured Party's rights under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8  AMENDMENT - Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9  RELEASE - Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.



RECORD FEE 10.00  
POSTAGE .50  
#367750 0263 101 109:49

10 \_\_\_\_\_  
Number of Additional Sheets Presented

TO  
CLERK OF CIRCUIT CRT  
% UCC DIVISION  
ANNE ARUNDEL COUNTY MARY M. ROSE  
ANNAPOLIS MD 21403  
HH CO. CIRCUIT COURT  
04/24/92

Number of Additional Sheets Presented **10APR92**

**JOHN DEERE COMPANY**

By \_\_\_\_\_  
Signature(s) of Debtor(s) (Necessary only if Item 8 is applicable.)  
FILING OFFICER COPY - ALPHABETICAL

105  
5

By *S.A. Walters* Director, Installment Finance For  JOHN DEERE INDUSTRIAL EQUIPMENT COMPANY  
Signature(s) of Secured Party(ies)  JOHN DEERE COMPANY

STANDARD FORM - FORM UCC-3

MARYLAND

286260

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Cypress Creek Greenery  
Address 3909 Alberta Ave., Pasadena, Maryland 21122

2. SECURED PARTY

Name Security Ford New Holland, Inc.  
Address 3828 Washington Blvd.  
Baltimore, MD 21227

3. Assignee of Secured Party NAEDA Financial, Ltd., L.P.  
Address 11213 Davenport Street, Suite 303  
Omaha, NE 68154  
Person And Address To Whom Statement Is To Be Returned If Different From Above: \_\_\_\_\_

RECORD FEE 11.00  
STAMP .50

4. Maturity date of obligation (if any) \_\_\_\_\_

4267540 0263 R01 T10702  
04/24/92

5. This financing statement covers the following types (or items) of property: (list):

One New Ford New Holland L-553 Skid Loader w/84" bucket. S/N 813538



MARY N. ROSE  
AA CO. CIRCUIT COURT

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- Not subject to recordation tax.
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Cypress Creek Greenery  
Regina R. Whiteman, President  
(Signature of Debtor)

Regina R. Whiteman, President  
Type or print above signature on above line

\_\_\_\_\_  
(Signature of Debtor)

Type or print above signature on above line

[Signature]  
(Signature of Secured Party)  
Security Ford New Holland, Inc.  
Thomas J. Drescher, President  
Type or print above name on above line

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

286211

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Seaward Corporation  
Address P.O. Box 1177 Portsmouth, New Hampshire 03802

2. SECURED PARTY

Name L.B. Smith, Inc.  
Address P.O. Box 8658 Baltimore, MD. 21240

RECORD FEE 11.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above: Above 0223 RD1 T10:02

3. Maturity date of obligation (if any) \_\_\_\_\_

BL  
CLERK

04/24/92

MARY H. ROSE

4. This financing statement covers the following types (or items) of property: (list)

(1) One P&H T280 Truck Crane  
Serial# 54501

Name and address of \_\_\_\_\_  
CIRCUIT COURT

WITH ALL PRESENT AND FUTURE ATTACHMENTS, ADDITIONS, REPAIRS, PRODUCTS AND PROCEEDS, NOW OWNED OR HEREAFTER ACQUIRED. WITH TITLE TO BE RETAINED BY L.B. SMITH, INC. THIS FINANCIAL STATEMENT IS INTENDED TO PUBLICIZE THE LEASE OF THE ABOVE PROPERTY AND DOES NOT CREATE A SECURITY INTEREST.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

Billy Bowen  
(Signature of Debtor)

Seaward Corporation  
Type or Print Above Name on Above Line

(Signature of Debtor)

Seaward Corporation  
Type or Print Above Signature on Above Line

Eruce H. Dean  
(Signature of Secured Party)

Eruce H. Dean Business Mgr. L.B. Smith  
Type or Print Above Signature on Above Line

STATE OF MARYLAND  
**FINANCING STATEMENT** FORM UCC-1 **BOOK 579 PAGE 535** Identifying File No. \_\_\_\_\_

2/11/92

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated March 13, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CHESAPEAKE INVESTORS, LTD.  
 Address 1764 San Diego Avenue, San Diego, California 92110

2. SECURED PARTY

Name JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY  
 Address John Hancock Place, P.O. Box 111, Boston, Massachusetts 02117

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) September 1, 2005

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

SEE EXHIBIT "A" ATTACHED HERETO

J.H. #6512090



RECORD FEE 13.00  
 POSTAGE .50  
 4347570 0243 401 110103  
 04/24/92  
 MARY N. ROSE  
 SA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

CHESAPEAKE INVESTORS, LTD.

By: CONTINENTAL AMERICAN PROPERTIES, LTD. GP  
 (Signature of Debtor)

BY: DJE FINANCIAL CORP., GP  
 Type or Print Above Name on Above Line

By: [Signature]  
 (Signature of Debtor)

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY  
[Signature]  
 (Signature of Secured Party)

DAVID F. CHARLES, EXEC. VP  
 Type or Print Above Signature on Above Line

Ronald E. Poch Assistant Treasurer  
 Type or Print Above Signature on Above Line

13.00  
~~13.00~~

TUM

## EXHIBIT A

All chattels, apparatus, appliance, furniture, equipment, supplies and other personal property which may now or hereafter be located on, placed upon and used in connection with and the maintenance of the real estate including, without limiting the generality of the foregoing, all furnaces, heaters, oil burners, oil and gas tanks, stoves, ovens, ranges, vent hoods and fans, kitchen and wall cabinets, dishwashers, garbage disposals, refrigerating, ventilating and air conditioning units, apparatus and systems, screens, screen doors, storm windows and doors, doors, draperies, awnings, blinds, window shades, drapery rods and brackets, floor coverings, lobby furnishings, furniture in furnished apartments, snrubbery, plants, planters, swimming pool, deck furniture and equipment, cleaning equipment, fire prevention equipment and equipment for the generation and distribution of air, water, heat, electricity, light, fuel, for sanitary and drainage purposes, for the exclusion of vermin and insects, and the removal of dust and refuse, together with all and any subsequent additions, substitutions or replacements thereof.

1050

BOOK 579 PAGE 537

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 282680

RECORDED IN LIBER 563 FOLIO 418 ON 1/2/91 (DATE)

1. DEBTOR

Name ROBERT AND RUTH COLLINS  
Address 431 5TH AVE W. BROOKLYN PARK MD 21225

2. SECURED PARTY

Name NORWEST FINANCIAL  
Address 24B DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

11/19/94

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORDED FILE 10.00  
 .50  
 0263 001 110:12  
 04/24/92  
 MARY M. ROSE  
 MD CO. CIRCUIT COURT  
 CLERK

Dated 4/10/92

Ernest W. Spriggs  
(Signature of Secured Party)  
ERNEST W. SPRIGGS  
Type or Print Above Name on Above Line

1050

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 285350

RECORDED IN LIBER 576 FOLIO 60 ON 1/3/92 (DATE)

1. DEBTOR

Name JEANNE AND MARK RADCLIF  
Address 301 CADLE AVE EDGEWATER, MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL  
Address 248 DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above. RECORDED FEE 10.00

3. Maturity date of obligation (if any) 10/16/94 POSTAGE .50  
#367650 CR63 R01 T10:13

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>TERMINATION</u> (Indicate whether amendment, termination, etc.)</p>

04/24/92  
M. ROSE  
CIRCUIT COURT  
BL  
CLERK

Dated 4/10/92

Ernest W. Spriggs  
(Signature of Secured Party)  
ERNEST W. SPRIGGS  
Type or Print Above Name on Above Line

1050

10.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284658

RECORDED IN LIBER 572 FOLIO 507 ON 9/27/91 (DATE)

1. DEBTOR

Name RICHARD A. SANCHEZ  
Address 5618 CARVELL ST, CHURCHTON, MD 20733

2. SECURED PARTY

Name NORWEST FINANCIAL  
Address 24 B DEFENSE ST ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/17/93

RECORD FEE 10.00

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input checked="" type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> (Indicate whether amendment, termination, etc.)</p>

MORTGAGE .50  
243 ROY T10113  
04/24/92  
M. ROSE  
CIRCUIT COURT



Dated 3/14/92

Ernest W. Spriggs  
(Signature of Secured Party)  
ERNEST W. SPRIGGS  
Type or Print Above Name on Above Line

10  
50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 573 PAGE 540  
Identifying File No.

3/12/92

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

286213

This financing statement Dated 3/17/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Donald & Patricia Caputo  
Address 1142 Lutzels Rd Annapolis MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL  
Address 24B DEFENSE ST. ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Water Conditioning System

RECORD FEE 12.00  
POSTAGE .50  
#367679 0263 601 110:13  
04/24/92



MARY M. ROSE

AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SAME AS ABOVE

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

125

Donald Caputo  
(Signature of Debtor)

Donald Caputo  
Type or Print Above Name on Above Line

Patricia Caputo  
(Signature of Debtor)

Patricia Caputo  
Type or Print Above Signature on Above Line

Ernest W. Spriggs  
(Signature of Secured Party)

ERNEST W. SPRIGGS  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

BOOK 579 PAGE 541

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Susan H. Cohen  
Address 1112 River Bay Rd. Annapolis MD. 21401

2. SECURED PARTY

Name NORWEST FINANCIAL  
Address 248 DEFENSE ST, ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/23/96

4. This financing statement covers the following types (or items) of property: (list)

1 Equalizer water system

RECORDED FEE 11.00

POSTAGE .50

4357480 0060 R01 T10414

04/24/92



MARY N. ROBE

33 CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Susan H. Cohen  
(Signature of Debtor)

SUSAN H. COHEN  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Ernest W Spriggs  
(Signature of Secured Party)

ERNEST W SPRIGGS  
Type or Print Above Signature on Above Line

115

255/11/14

8/11.50

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

286-215

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JAMES PECK  
 Address 1099 Linden Tree Dr Annapolis MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL  
 Address 248 DEFENSE ST, ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/23/96

4. This financing statement covers the following types (or items) of property: (list)

1 Equalizer water cond. 2 tank

RECORD FEE 11.00

POSTAGE .50

REGISTER 0263 R01 T10:14

04/24/92



MARY M. ROSE

MD CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

SAME AS ABOVE

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

NORWEST FINANCIAL  
 248 DEFENSE ST, ANNAPOLIS  
 3/23/96

James P. Peck  
 (Signature of Debtor)

JAMES PECK  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

Ernest W. Spriggs  
 (Signature of Secured Party)

ERNEST W. SPRIGGS  
 Type or Print Above Signature on Above Line

11.50

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 579 PAGE 543

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

2862106

This financing statement Dated 4/9/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MS CATHERINE HERBERT  
Address 515 SECOND ST. ANNAPOLIS MD 21403

2. SECURED PARTY

Name NORTHWEST FINANCIAL  
Address 24 B DEFENSE ST.  
ANNAPOLIS, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any) 4/9/95

4. This financing statement covers the following types (or items) of property: (list)

HUB FURNITURE, SOFA, CHAIR  
MICROWAVE, VCR

RECORD FEE 11.00  
POSTAGE .50  
#367700 0263 R01 T10:14  
04/24/92



MARY M. ROSE  
AA CO. CIRCUIT COURT

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

115

Catherine Herbert  
(Signature of Debtor)

CATHERINE HERBERT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Michael Gordy  
(Signature of Secured Party)

MICHAEL GORDY  
Type or Print Above Signature on Above Line



FINANCING STATEMENT FORM UCC-1 BOOK 579 PAGE 544 Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 4/14/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name JEFFREY & LISA WISEMAN

Address 1740 WOODTREE CIR ANNAPOLIS MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL LEASING INC.

Address 24 B DEFENSE ST ANNAPOLIS MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 4/14/96

4. This financing statement covers the following types (or items) of property: (list)

HUB FURNITURE: SOFA & LOVESEAT, CHAIR, SOFA TABLE

RECORDED FEE 12.00
BL CLERK
POSTAGE .50
4367710 0263 R01 110:15
04/24/92

CHECK THE LINES WHICH APPLY

6. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)
(Products of collateral are also covered)

12
5

Jeffrey & Lisa Wiseman
(Signature of Debtor)

JEFFREY WISEMAN
Type or Print Above Name on Above Line

Lisa M. Wiseman
(Signature of Debtor)

LISA WISEMAN
Type or Print Above Signature on Above Line

Ernest W Spriggs
(Signature of Secured Party)

ERNSEST W SPRIGGS
Type or Print Above Signature on Above Line

MARY M. ROSE
CIRCUIT COURT

286208

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ 10,571.00

If this statement is to be recorded in land records check here.

This financing statement dated February 5, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Spectrum Computer Services, Inc.  
Address 795 Aquahart Road Suite 225 Glen Burnie, MD 21122

2. SECURED PARTY

Name Baystate Leasing Associates II, Inc.  
Address 400-1 Totten Pond Road Waltham, MA 02154

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_ RECEIVED FEE 11.00
- 4. This financing statement covers the following types (or items) of property: (list)
  - (1) MAC II ci 80/4 w/Extended Keyboard
  - (1) Apple 13" Color Monitor f/ci w/Cable
  - (1) AppleShare Printserver
  - (1) Apple One Scanner w/Cable
  - (1) LPI400B Processor

RECORD TAX 77.00  
POSTAGE .50  
#347800 0263 001 710:46  
04/24/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT



CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Spectrum Computer Services, Inc.

*Don L. Barker*  
(Signature of Debtor)

Don L. Barker, President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Baystate Leasing Associates II, Inc.

*Christine M. Parsons*  
(Signature of Secured Party)

Christine M. Parsons  
Type or Print Above Signature on Above Line

1100  
77.50

FINANCING STATEMENT

286209

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. Borrower and Address:
 

Maria Priola  
823 Dividing Road  
Severna Park, Maryland 21146
- 2. Secured Party and Address:
 

Robert Hewitt  
c/o Robert J. Brilliant, Esquire  
45 Old Solomons Island Road  
Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of Borrower's right, title and interest in and to all shares of stock in Maria's Restaurant, Inc., and all of the right, title and interest of Maria's Restaurant, Inc., in and to that certain restaurant business known as Maria's Restaurant located at 12 Market Space in the City of Annapolis and all of the following property located therein.

B. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

C. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

D. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

RECORD FEE 11.00  
210.00  
POSTAGE .50  
001 71115  
04/24/92

ROSE  
CIRCUIT COURT  
BL  
CLERK

5/2/0



5. Principal amount of debt initially incurred is \$ 30,000.00.

6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWER:

SECURED PARTY:

Maria Priola  
Maria Priola

Robert Hewitt  
Robert Hewitt

4/14, 1992  
Date Signed by Borrower

FINANCING STATEMENT

BOOK 579 PAGE 548

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

286210

1. Borrower and Address:  
  
Pietro Priola and Donna L. Priola  
77 Beckett Court  
Arnold, Maryland 21012

2. Secured Party and Address:  
  
Robert Hewitt  
c/o Robert J. Brilliant, Esquire  
45 Old Solomons Island Road  
Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of Borrower's right, title and interest in and to all shares of stock in Maria's Restaurant, Inc., and all of the right, title and interest of Maria's Restaurant, Inc., in and to that certain restaurant business known as Maria's Restaurant located at 12 Market Space in the City of Annapolis and all of the following property located therein.

12.00

.50

B. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

04/24/92

ROSE

AN DO. CIRCUIT COURT

C. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

BL  
CLERK

D. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

1250

5. Principal amount of debt initially incurred is \$ 30,000.00.

6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWERS:

SECURED PARTY:

*Pietro Priola*  
Pietro Priola

*Robert Hewitt*  
Robert Hewitt

*Donna L. Priola*  
Donna L. Priola

4-14-, 1992  
Date Signed by Borrower

286211

FINANCING STATEMENT

BOOK 579 PAGE 550

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. Borrower and Address:
- 2. Secured Party and Address:

Maria Priola  
 i/d/b/a Italian Delight  
 142 Harundale Mall  
 Glen Burnie, Maryland 21061

Robert Hewitt  
 c/o Robert J. Brilliant, Esquire  
 45 Old Solomons Island Road  
 Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

RECORD FEE 12.00

A. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

POSTAGE .50

REC'D NO 1 11:15

04/24/92

MARY M. ROSE

B. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

CLERK COURT

BL CLERK

C. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, AND LIQUOR LICENSE and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. Principal amount of debt initially incurred is \$ 30,000.00.

125

6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWER:

SECURED PARTY:

Maria Priola

Maria Priola  
i/d/b/a Italian Delight

Robert Hewitt

Robert Hewitt

4/14, 1992  
Date Signed by Borrower

BOOK 579 - 552

FINANCING STATEMENT

286212

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- 1. Borrower and Address:  
Pietro Priola  
i/d/b/a Italian Delight  
142 Harundale Mall  
Glen Burnie, Maryland 21061
- 2. Secured Party and Address:  
Robert Hewitt  
c/o Robert J. Brilliant, Esquire  
45 Old Solomons Island Road  
Annapolis, Maryland 21401

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

RECORD FEE 12.00

B. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

.50

NOV 11 11:16

04/24/92

C. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, AND LIQUOR LICENSE and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

MARY H. ROSE

CIRCUIT COURT

BL  
CLERK

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. Principal amount of debt initially incurred is \$ 30,000.00.

12  
80

6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWER:

SECURED PARTY:



Pietro Priola  
i/d/b/a Italian Delight



Robert Hewitt

4-14-, 1992  
Date Signed by Borrower

FINANCING STATEMENT

286213

THIS FINANCING STATEMENT is presented to a Filing Officer pursuant to the Uniform Commercial Code.

- |  |   |
|--|---|
| 1. Borrower and Address:   | 2. Secured Party and Address:   |
| Maria's Restaurant, Inc.<br>12 Market Space<br>Annapolis, Maryland 21401 | Robert Hewitt<br>c/o Robert J. Brilliant, Esquire<br>45 Old Solomons Island Road<br>Annapolis, Maryland 21401 |

3. This Financing Statement covers and Debtor hereby grants to the Secured Party a security interest and all of the rights of a secured creditor under the Uniform Commercial Code in the following types of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. All of the Borrower's machinery, equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) used in or related to the conduct of Borrower's business, including but not limited to that which is described below and in any separate schedule at any time delivered by Borrower to Lender; and all proceeds and products thereof in any form whatsoever.

B. All of the inventory of the Borrower, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Borrower's present and future accounts receivable, bank accounts, contract rights, rents, leases, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Borrower, AND LIQUOR LICENSE and the books and records relating to, and the proceeds and products of the foregoing in any form whatsoever.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. Principal amount of debt initially incurred is \$ 30,000.00.

15

RECORDED FEE 11.00  
SEARCH FEE .50  
APR 23 1992 11:16  
04/24/92

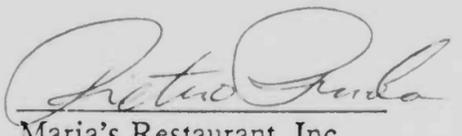
BANK OF MARYLAND  
COURT



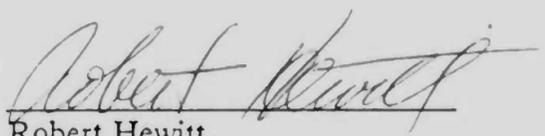
6. This transaction is exempt from the recordation tax as it represents indemnity financing for the debt of another guaranteed by the Debtor herein.

BORROWER:

SECURED PARTY:



Maria's Restaurant, Inc.  
By: Pietro Priola



Robert Hewitt

4-14, 1992  
Date Signed by Borrower



STATE OF MARYLAND

Anne Arundel County

FINANCING STATEMENT FORM UCC-1

BOOK 578 PAGE 556

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 10,000.00

If this statement is to be recorded in land records check here.

256114

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Treasure Chest Advertising Company, Inc.  
Address 511 W. Citrus Edge, Glendora, CA 91740-5098 (SEE ATTACHED EXHIBIT A FOR ADDITIONAL LOCATIONS)

2. SECURED PARTY

Name Principal Mutual Life Insurance Company, for itself and as Collateral Agent for the parties listed on the attached Exhibit B  
Address 711 High Street, Des Moines, Iowa 50392-0800

Murphy, WEIR & Butler, Attention Alison Jenkin, Esq. RECORD FEE 25.00  
101 California Street, 39th Floor, San Francisco, CA 94111 RECORD TAX 70.00

Person And Address To Whom Statement Is To Be Returned If Different From Above POSTAGE .50

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

#348100 0263 001 114:02

SEE ATTACHED EXHIBIT C FOR DESCRIPTION OF COLLATERAL

Name and address of Assignee  
MARY M. MOSE  
AA CO. CIRCUIT COURT



CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

25  
70  
50

(Signature of Debtor)  
TREASURE CHEST ADVERTISING COMPANY, INC.  
Type or Print Above Name on Above Line

*Oral Seaman*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*John D. Clancy*  
(Signature of Secured Party)

PRINCIPAL MUTUAL LIFE INSURANCE COMPANY,  
as Collateral Agent

Type or Print Above Signature on Above Line

EXHIBIT A

Additional Addresses of Debtor  
to  
UCC-1 Financing Statement

Debtor: Treasure Chest Advertising Company, Inc.

Secured Party: Principal Mutual Life Insurance Company,  
for itself and as Collateral Agent for  
IDS Life Insurance Company; American  
Enterprise Life Insurance Company; Crown  
Life Insurance Company; Canada Life Insurance  
Company of America; Century Life of America;  
Farm Bureau Life Insurance Company; and  
FBL Insurance Company, and their respective  
successors and assigns

15354 Stafford Street  
City of Industry, CA 91745

3440 Browns Mill Road  
Atlanta, GA 30354

3200 Pomona Boulevard  
Pomona, CA 91767

1810 Phoenix Blvd., Suite 410  
College Park, GA 30349

1201 Shore Street  
West Sacramento, CA 95691

1100 Thorndale Avenue  
Elk Grove Village, IL 60007

135 North State College Blvd.  
Brea, CA 92621

1931 Rohlwing Road, Suite E  
Rolling Meadows, IL 60008

1155 South Amelia Avenue  
Glendora, CA 91740

14720 West 99th Street  
Lenexa, KS 66251

1470 Enea Circle, Suite 1740  
Concord, CA 94520

706 Giddings Avenue, #1C  
Annapolis, MD 21401

2280 South Xanadu Way, #250  
Aurora, CO 80014

Six Grove Street, Suite 100  
Norwell, MA 02061

3519 Silverside Road, #107  
Wilmington, DE 19810

245 Benton Drive  
East Longmeadow, MA 01028

4646 South Grady Street  
Tampa, FL 33611

5815 Clark Road, Suite B  
Bath, MI 48808

800 Cypress Creek Road West  
Fort Lauderdale, FL 33309

1617 Broadway, N.E.  
Albuquerque, NM 87102

3271 Hamilton Boulevard, S.E.  
Atlanta, GA 30354

1440 Broadway, Suite 1600  
New York, NY 10018

2303 W. Meadowview Road  
Suite 32  
Greensboro, NC 27407

4051 Fordorf Drive  
Columbus, OH 43228

8221 Brecksville Road  
Building 4, Suite 103  
Brecksville, OH 44141

3430 South Dixie, Suite 108  
Kettering, OH 45439

6031 NE 92nd Avenue  
Portland, OR 97220

7931 N.E. Halsey, Suite 212  
Portland, OR 97213

400 Broad Street, Suite 106A  
Sewickley, PA 15143

560 Grant Way  
Upper Macunie Township, PA

6111 Woodlake Center  
San Antonio, TX 98218

2401 Gateway Drive, Suite 108  
Irving, TX 75063

999 West 2610 South  
South Salt Lake, UT 84119

2250 South Redwood Road, #1  
Salt Lake City, UT 84119

7619 Doane Drive  
Manassas, VA 22110

16300 Christensen Road, #217  
Seattle, WA 98188

EXHIBIT B

BOOK 579 PAGE 559

**Additional Secured Parties  
to  
UCC-1 Financing Statement**

**Debtor: Treasure Chest Advertising Company, Inc.**

**Secured Party: Principal Mutual Life Insurance Company,  
for itself and as Collateral Agent for  
IDS Life Insurance Company; American  
Enterprise Life Insurance Company; Crown  
Life Insurance Company; Canada Life Insurance  
Company of America; Century Life of America;  
Farm Bureau Life Insurance Company; and  
FBL Insurance Company, and their respective  
successors and assigns**

IDS Life Insurance Company  
c/o IDS Financial Services,  
Inc.  
3000 IDS Tower - 10  
Minneapolis, MN 55440

Farm Bureau Life Insurance  
Company  
5400 University Avenue  
West Des Moines, IA 50265

American Enterprise Life  
Insurance Company  
c/o IDS Financial Services,  
Inc.  
3000 IDS Tower - 10  
Minneapolis, MN 55440

FBL Insurance Company  
5400 University Avenue  
West Des Moines, IA 50265

Crown Life Insurance Company  
120 Bloor Street East  
Toronto, Ontario, M4W 1B8  
Canada

Canada Life Insurance  
Company of America  
Investment Department, U-6  
330 University Avenue  
Toronto, Ontario, M5G 1R8  
Canada

Century Life of America  
Heritage Way  
Waverly, IA 50677

3693/UCC07.DEH

EXHIBIT CDescription of Collateral  
to  
UCC-1 Financing Statement

**Debtor:** Treasure Chest Advertising Company, Inc.

**Secured Party:** Principal Mutual Life Insurance Company, for itself and as Collateral Agent for IDS Life Insurance Company; American Enterprise Life Insurance Company; Crown Life Insurance Company; Canada Life Insurance Company of America; Century Life of America; Farm Bureau Life Insurance Company; and FBL Insurance Company, and their respective successors and assigns

This financing statement covers all of Debtor's right, title and interest in, to and under the following, whether now owned by or owing to or hereafter acquired by or arising in favor of the Debtor, and whether owned or consigned by, or leased to Debtor, regardless of where located:

(i) All equipment and fixtures ("Equipment and Fixtures"), as such terms are defined in the Uniform Commercial Code, including, but not limited to, all of Debtor's now owned or hereafter acquired interest in and rights to machinery, equipment, furniture, furnishings, fixtures, leasehold improvements, tools (including, but not limited to, parts, dies and jigs), motor vehicles, rolling stock, printing presses, film processors, and all other printing equipment, trade fixtures, computers and other electronic data-processing and other office equipment, and any and all additions, improvements, substitutions, and replacements of any of the foregoing, wherever located, together with all attachments, components, parts, equipment, and accessories installed or affixed to any of the foregoing other than those items of Equipment or Fixtures identified on Schedule 2a1 to the Security Agreement dated as of April 8, 1992, by and between the Secured Parties and the Debtor, or such Security Agreement as the same may be amended from time to time, that are subject to purchase money security interests in favor of General Electric Capital Corporation and Security Pacific Credit Corporation that prohibit the Debtor from granting a security interest in such Equipment or Fixtures, unless or until such prohibition is no longer in effect due to the Debtor's payment of the debt to such purchase money lender or such prohibition is waived by such purchase money lender;

(ii) all Equipment and Fixtures leased to Debtor, provided, however, that with respect to such leased Equipment and Fixtures, the grant is only to the extent it does not in any way constitute a breach of any lease relating to such Equipment or Fixture;

(iii) any Equipment and/or Fixture purchased or acquired by Debtor upon the expiration or termination of, or the exercise of a purchase option under, a lease; and

(iv) to the extent not otherwise included, all Proceeds of the foregoing, and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing. As used herein, "Proceeds" means "proceeds," as such term is defined in the Uniform Commercial Code and, in any event, shall include (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the collateral; (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority); and (c) any and all other amounts from time to time paid or payable (in whatever form received, including without implied limitation, accounts, cash, chattel paper, inventory, equipment, general intangibles, or instruments or the proceeds of any of the foregoing) under or in connection with any of the collateral upon sale, lease, exchange, collection, transfer, disposition or otherwise.

STATE OF MARYLAND

286215

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

Equipment is the Inventory

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name R & D Equipment Sales, Inc.

Address P.O. Box 788, 773 Annapolis Road Gambrills, Maryland 21054

2. SECURED PARTY

Name ORIX Credit Alliance, Inc.

Address P.O. Box 676, 1331A Ashton Road Hanover, Maryland 21076

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

RECORD FEE 17.00  
POSTAGE .50  
#424280 C489 R02 T10:15  
04/24/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

R & D Equipment Sales, Inc.

Donald E. Wilson, Pres.  
(Signature of Debtor)

Donald E. Wilson, Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ORIX Credit Alliance, Inc.

John P. White  
(Signature of Secured Party)

John P. White, Asst. Oper. Manager  
Type or Print Above Signature on Above Line

17.50

**ORIX CREDIT ALLIANCE, INC.**

270 WESTINGTON AVENUE  
NEW YORK, NEW YORK 10023

300 Lighting Way  
Secaucus, New Jersey 07096-1525

**SECURITY AGREEMENT—MORTGAGE ON GOODS AND CHATTELS**

THIS MORTGAGE made the 15th day of April, 1992

BOOK 579 PAGE 563 by and between

**R & D Equipment Sales, Inc., having its principal place of business at**

(Name of Mortgagor)

**P.O. Box 788, 773 Annapolis Road Gambrills, Maryland 21054**

(Address of Mortgagor)

**ORIX Credit Alliance, Inc.**

"Mortgagor", and "Mortgagee";  
[If Mortgagee named above is not ORIX Credit Alliance, Inc., Mortgagor acknowledges notice of the intended assignment hereof to ORIX Credit Alliance, Inc. (said assignee hereinafter called "Mortgagee"), and upon such Assignment, Mortgagor agrees not to assert against Mortgagee any defense, setoff, recoupment, claim or counterclaim which Mortgagor may have against the mortgagee named above and any assignee hereof prior to Mortgagee, whether arising hereunder or otherwise.]

**WITNESSETH:**

1. To secure the prompt payment, with interest thereon, performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures, general intangibles and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor and all proceeds and any distribution thereof and any insurance thereon (all of the foregoing hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully, timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect. Mortgagor grants Mortgagee a security interest in the Mortgaged Property to secure the Mortgage Obligations.

2. The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsements, guaranties, benefits and financial accommodations heretofore and/or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore and/or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be and/or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements and the amount due upon any notes or other obligations, given to or received by Mortgagee directly from Mortgagor or by way of assignment from any one or more third parties and whether or not presently contemplated by the parties, and for or on account of any of the foregoing, and the prompt performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee. With respect to any and all Mortgage Obligations, time is and shall be of the essence.

3. Mortgagor covenants and warrants to Mortgagee and agrees that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity of any unpaid installment of the Mortgage Obligations, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day until the Mortgage Obligations are collected by the Mortgagee in full and if all or any portion of the Mortgage Obligations be referred to an attorney for collection, a reasonable sum (equal to 20% of the unpaid amount of such Mortgage Obligations) as attorneys' fees. Any interest rate, fee or charge ("rate") charged or to be charged or provided for in any way hereunder or under any document, note or instrument given in connection with any of the Mortgage Obligations shall not in any event or contingency exceed any maximum permitted by applicable law and any such rate shall be deemed hereby amended accordingly. Any sums collected with respect to any rate in excess of any maximum, shall be applied to reduce the principal sum owing under the Mortgage Obligations. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee), and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind; Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in good repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies (each containing a standard/breach of warranty clause) acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personally and not become a part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage, Mortgagor agreeing to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and of mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property may be located and with any orders, ordinances, laws or statutes of any city, state or other entity having jurisdiction over the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any defects or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this Instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense, including reasonable attorneys' fees, that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4. If Mortgagor shall default in the full, prompt and faithful performance of any of the terms, conditions and provisions of this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or cause the performance of such, for the account and at the sole cost and expense of Mortgagor, which (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross-claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagee. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagee's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, or if none be shown, at the last known address of Mortgagor, according to Mortgagee's records, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the exclusive venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder or with respect to the Mortgage Obligations, except with respect to any action seeking replevin of any of the Mortgaged Property. At Mortgagee's request Mortgagor will furnish current financial statements satisfactory to Mortgagee in form, preparation and content.

5. If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or become insolvent, or make an assignment for the benefit of creditors, or if proceedings under any Bankruptcy Act or for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail to punctually and faithfully fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument made by Mortgagor and then held by Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event the indebtedness under all Mortgage Obligations shall at once, at the option of Mortgagee, and to the extent permitted by applicable law, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property, at any time, wherever it may be, and to enter any premises, with or without process of law, and search for, take possession of, remove, or keep and store the Mortgaged Property on said premises until sold, without liability for trespass nor charge for storage, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect, in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale, Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. Any public sale will be deemed commercially reasonable if notice thereof shall be mailed to Mortgagor at least 10 days before such sale and advertised in at least one newspaper of general circulation in the area of the sale at least twice prior to the date of sale and if upon terms of 25% cash down with the balance payable within 24 hours, and any private sale shall be deemed commercially reasonable if notice thereof be mailed to Mortgagor at least 14 days before the sale date stated therein and credit given for the full price stated, less reasonable attorneys' fees. In light of Mortgagor's obligation to maintain the Mortgaged Property, Mortgagee shall not be required to refurbish, repair or otherwise incur any expenses in preparing the Mortgaged Property for sale but may sell its interest therein on an "as-is", "where-is" basis. The proceeds of any public sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including reasonable attorneys' fees (deemed to be 20% of the unpaid Mortgage Obligations) and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency plus late charges thereon as provided above. Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof. Such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the jurisdiction of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder, plus reasonable attorneys' fees, and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and effective when delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or with respect to any and all counterclaims, cross-claims, setoffs or recoupment claims.

6. Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's possession and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied, without notice to Mortgagor, partly or entirely to such of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion,

Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations shall in no event, circumstance or contingency, exceed any maximum permitted by applicable law.

7. If, after default by Mortgagor under the Mortgage Obligations, Mortgagee fails to demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the right of Mortgagee subsequently to make demand for immediate payment, performance and fulfillment of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose this Mortgage at any time, or to proceed otherwise, and the acceptance by Mortgagee of any payment subsequent to such default shall not be deemed a waiver of any of Mortgagee's rights. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to the original mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain, service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective, however, if any one or more provisions hereof are in conflict with any statute or law and thus not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST/WITNESS:

*[Signature]*  
Secretary/Witness

**R. & D. Equipment Sales, Inc.** (Seal)  
Mortgagor  
By *[Signature]* (Title)

STATE OF **Maryland**  
COUNTY OF **Anne Arundel**

SS  
**Donald E. Willson** being duly sworn, deposes and says

1. He is the **President** of **R & D Equipment Sales, Inc.** (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage.
2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.
3. Mortgagor is solvent and justly indebted to the mortgagee named in the foregoing Mortgage (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.
4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.
5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

NOTARY PUBLIC  
(Notarial Seal)

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS  
I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

**(For Individual)**  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained.

**(For Partnership)**  
and known as and to be member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned.

**(For Corporation)**  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of \_\_\_\_\_ who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment; that he knows the contents of said instrument; that he resides at \_\_\_\_\_ that he knows the seal of said corporation; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer.

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

**SCHEDULE "A"**

BOOK **579** PAGE **565**

This schedule is attached to and becomes part of Security Agreement, Conditional Sales Contract, Chattel Mortgage, Lease or \_\_\_\_\_ dated April 15, 19 92 between the undersigned.

QUANTITY	DESCRIPTION OF PROPERTY (Indicate Whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Champion Hoist W/250' Tower Power Cord, Wall Ties and Gates	US60-2R	979803-380838
One (1)	Used Champion Personnel Hoist W/160' Tower 2 Counter Weights Base Fence, 24 Gates Car #1, S/N 581957A and Car #2 S/N 581957B	US60-2R	881957A/B
One (1)	Used Champion Hoist W/150' Tower  30 Sections of 150' Single Tower  24 Sections of 120' Double Tower  And all attachments and accessories thereto.	US60-1R	1180879

This schedule is hereby verified correct and undersigned Purchaser(s), Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Secured Party/Seller/Mortgagee/Lessor:

ORIX Credit Alliance, Inc.

By: \_\_\_\_\_

Debtor/Purchaser/Mortgagor/Lessee:

R & D Equipment Sales, Inc.

By: *[Signature]*

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 568  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 3/10/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

286216

Name Richard and Ana Burrell  
Address 303 Silo Ridge Ct. 301 Odenton Md. 21113

2. SECURED PARTY

Name Northwest Financial Maryland  
Address 1070 Ritchie Highway Suite E Glen Burnie Md. 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 3/10/94

4. This financing statement covers the following types (or items) of property: (list)

2 TELEVISIONS  
1 DAYBED PURCHASED @ HUB FURNITURE w/ POP-UP UNIT  
AND 3/3 MATTRESS STYLES B6173, 66, AND 402 RESPECTIVELY

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECORD FEE 12.00  
POSTAGE .50  
#424290 C489 R02 T10:16  
04/24/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT



[Signature]  
(Signature of Debtor)  
Ana Burrell  
Type or Print Above Name on Above Line  
SIGNATURE OF DEBTOR  
RICHARD BURRELL  
(Signature of Debtor)  
PRINTED NAME  
ANA BURRELL  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)  
ARTHUR S. MONROE JR.  
Type or Print Above Signature on Above Line

1200  
10

1850

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 4/15/92 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John T. Marshall  
 Address 4753 Sonds Road Harwood, MD 20726

2. SECURED PARTY

Name Norwest Financial Maryland, Inc  
 Address 2 Business Park Dr # 102  
Waldorf, MD 20601

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 CB 700 Drum set
- 1 14" Cymbal
- 1 16" Cymbal
- 1 18" Cymbal

RECORD FEE 11.00  
 POSTAGE .50  
 #424300 C489 R02 T10:16  
 04/24/92

MARY M. ROSE  
 CLERK



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*John T. Marshall*  
(Signature of Debtor)

John T. Marshall  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Nelson March*  
(Signature of Secured Party)

Nelson March  
Type or Print Above Signature on Above Line

1160  
53



284176

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
 Consignee:  
 Merksamer Jewelers, Inc.  
 2101 Hurley Way, Suite 200  
 Sacramento, CA 95825  
 Fed Tax ID #68-0202947

2. Secured Party(ies) and address(es)  
 Consignor:  
 Michael Werdiger, Inc.  
 35 West 45th Street  
 New York, NY 10036

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
 POSTAGE .50  
 #424310 C489 R02 T10:17  
 04/24/92  
 MARY M. ROSE  
 AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property

CONSIGNED GOODS DESCRIBED IN ANNEX 1 ATTACHED HERETO AND MADE A PART HEREOF.

Recordation Tax does not apply.  
 Notice Purposes only - No Security Interest.

5. Assignee(s) of Secured Party and Address(es)



Anne Arundel County, MD  
 244513-6

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

ANNE ARUNDEL COUNTY, MD

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

J. MARK KEMPTON, CFO

ALAN F. KLEINBERG, V.P.

By: Mark Kempton  
 Signature(s) of Debtor(s)

CFO  
 Title

By: Alan Kleinberg  
 Signature(s) of Secured Party(ies)

VP  
 Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use in Most States)

1300

ANNEX 1  
TO  
UCC-1 Financing Statement

Consignee: Merksamer Jewelers, Inc.  
Consignor: Michael Werdiger, Inc.  
Continuation of Item 4:

BOOK 579 PAGE 569

This Financing Statement is filed to comply with the provisions of Sections 9114 and 2326(3) (c) of the Uniform Commercial code with respect to the following described goods (the "Consigned Merchandise") to be delivered by Michael Werdiger, Inc. ("Consignor"), "on consignment" or "on memorandum," to Merksamer Jewelers, Inc. ("Consignee") pursuant to the terms of that certain Consignment Agreement dated April 1, 1992 between Consignor and Consignee, as the same may be amended.

The Consigned Merchandise consists of (1) diamond jewelry items set in 14 or 18 karat gold bearing the mark "INC" or "I.N.C." or "MWI" or "\*MWI\*" and (2) loose diamonds as more particularly described on a certificate as to each such diamond issued by an independent gemological laboratory, which are delivered by Consignor to Consignee at any of the locations listed in Schedule A attached hereto and incorporated herein by this reference or at any other location under the dominion or control of Consignee or any subsidiary, affiliate, agent, representative or other "doing business as" name or division of Consignee.

The proceeds of the Consigned Merchandise (including accounts receivable arising from the sale thereof ) other than specifically identifiable cash proceeds are not covered by this Financing Statement.

MARYLAND

SCHEDULE A  
STORE LISTINGS 579 PAGE 570

Glen Burnie  
Marley Station  
7900 Governor Ritchie Hwy  
Space A-211  
Glen Burnie, MD 21061 (Anne Arundel)

Gaithersburg  
Lake Forest Mall  
701 Russell Ave. SP E-107  
Gaithersburg, MD 20877 (Montgomery)

Bethesda  
Montgomery Mall  
7101 Democracy Blvd. SP 2214  
Bethesda, MD 20817 (Montgomery)

286177

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es)  
Harco Auto Paint  
Supply Inc.  
512-2 Crain Hwy.  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)  
Alan Acceptance Corporation  
80 West Bowery, Ste. 301  
Akron, OH 44308

3. Maturity date (if any)  
For Filing Officer (Date, Time, Number,  
and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
#424320 CARR ROZ T10:19  
04/24/92



MARY M. ROSE  
AA CO. CIRCUIT COURT

4. This financing statement covers the following types (or items) of property:  
Equipment as Listed on Schedule A

5. Assignee(s) of Secured Party and  
Address(es)  
American Network Leasing  
Corporation  
P. O. Box 799010  
Dallas, TX 75379-0010

This Financing Statement not subject to Recordation Tax.  
Reason: Conditional Sales Contract  
16398

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with  
Anne Arundel  
County Recorder

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented.

Harco Auto Paint Supply Inc.

Alan Acceptance Corporation

By: *[Signature]*  
Signature(s) of Debtor(s)

By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

1100  
50

SCHEDULE A

Schedule forming part of Lease between Alan Acceptance Corporation, Lessor, and Harco Auto Paint Supply Inc., Lessee, dated, 3-19-92

Lease No. 16398

- 1 AT&T 386/SX/EL
  - 3/5" 1.44MB Floppy Drive
  - 105MB Internal Hard Drive
  - 2MB RAM, 16MHz Processor
- 1 AT&T VGA Color Monitor
- 1 101 Key Expanded Keyboard
- 1 External CD ROM Drive
- 1 Internal 2400 Baud Modem
- 1 Epson LX 810 Printer
- 1 Full System Cables and Connectors
  
- 1 Access/Color Software
  - PPG Data Base
  - MS-DOS Version 4.01
  - Bitcom Mode Software
  - PC Kwik (Power Pack)
  - PC Anywhere IV
  - QEMM

This Schedule shall hereafter form part of the aforementioned Lease.

Lessee: Harco Auto Paint Supply Inc.

By: [Signature]

Dated: 3/19/92

Lessor: Alan Acceptance Corporation

By: [Signature]

Dated: 3-27-92

70  
70  
7:20  
4/92  
7

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 579 PAGE 573 A. Co.  
Identifying File No. 286178

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated March 31, 1992 presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name State of Maryland acting by and through the State Treasurer's Office on behalf of the Department of Public Safety and Correctional Services  
Address Room 109, 80 Calvert Street, Annapolis, MD 21401

2. SECURED PARTY

Name Maryland National Bank, Public Finance Group  
Address 6th Floor, 10 Light Street, Baltimore, MD 21202 MS/020507  
Guy W. Warfield, Esq., Ober, Kaler, Grimes & Shriver, 120 East Baltimore Street, Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1, 1997

4. This financing statement covers the following types (or items) of property: (list)

See Attached

Name and address of Assignee  
Maryland National Bank, as agent for various investors  
Public Finance Group, 6th Floor  
10 Light Street  
Baltimore, MD 21202 MS/020507

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

RECORD FEE 11.00  
POSTAGE .50  
#424330 C489 R02 T10:20  
04/24/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT



*H. Louis Stettler III*  
(Signature of Debtor)  
H. Louis Stettler, III,  
Chief Deputy Treasurer  
Type or Print Above Name on Above Line

MARYLAND NATIONAL BANK

By: *Elwyn Jordan*  
(Signature of Secured Party)  
Elwyn Jordan, Vice President

(Signature of Debtor)  
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

1100

ATTACHMENT TO UCC-1

Debtor/Lessee: State of Maryland, acting by and through the State Treasurer's Office on behalf of the Department of Public Safety and Correctional Services

Secured Party/Lessor: Maryland National Bank

Assignee: Maryland National Bank, as agent for Investors

All kitchen equipment and other property to be acquired in connection with the renovation of the Baltimore City Jail or Baltimore City Detention Center whereby the kitchen is being expanded and tray and multi-dining area systems instituted, which kitchen equipment and other property is to be subject to that certain Baltimore City Detention Center Lease-Purchase Agreement dated as of March 31, 1992 by and between Secured Party, as Lessor, and Debtor, as Lessee, and all additions, attachments and accessions thereto and substitutions thereof, and in any proceeds (including the proceeds of any insurance policy) therefrom.

All cash and negotiable instruments from time to time comprising the Acquisition Fund, as such term is used in that certain Escrow Agreement dated as of March 31, 1992 by and between Secured Party (as Lessor), Debtor (as Lessee), and NationsBank of Virginia, N.A., as Escrow Agent.

NOT SUBJECT TO RECORDATION TAX  
NOT TO BE RECORDED AMONG LAND RECORDS

ANNE ARUNDEL CO. CHATTEL RECORDS

BOOK 579 PAGE 575

FINANCING STATEMENT  
UNDER  
UNIFORM COMMERCIAL CODE

286179

1. Name and address of Debtor(s):

BUSINESS SYSTEMS MANAGEMENT, INC.  
116 Defense Highway, Suite 101  
Annapolis, Maryland 21401

2. Name and address of Secured Party:

RALPH P. RIDDLE and  
PARVIN RIDDLE  
924 King James Landing  
Annapolis, Maryland 21403

3. This Financing Statement covers the following types of property:

Maryland National Bank Account No. 3113560,  
opened in the name of Debtor, which Account is a  
general intangible of Debtor.

4. The above described property is not to be affixed to real property.

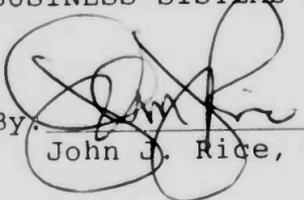
5. The collateral is not crops.

6. Cash and non-cash proceeds of collateral are covered.

7. Products of collateral are covered.

Debtor:

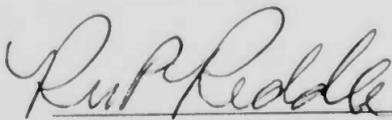
BUSINESS SYSTEMS MANAGEMENT, INC.

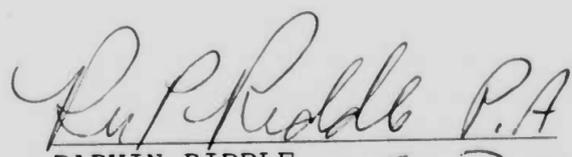
By:   
John J. Rice, President

RECORD FEE 11.00  
POSTAGE .50  
#424340 C489 R02 T10:21  
04/24/92  
MARY M. ROSE  
AA CO. CIRCUIT COURT



Secured Party

  
RALPH P. RIDDLE

  
PARVIN RIDDLE  
For PARVIN  
Riddle

RETURN TO SECURED PARTY AFTER FILING

1100  
16

County

BOOK 579 PAGE 576

286180

FINANCING STATEMENT FORM UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 11,500.00

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated April 15, 1992 is presented to a filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Conveyor Technology, Inc.
Address 231 Thelma Avenue - P. O. Box 920 - Glen Burnie, MD 21061

2. SECURED PARTY

Name Mercantile-Safe Deposit & Trust Company
Address 766 Old Hammonds Ferry Road - Linthicum, MD 21090

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property; (list)
386DX Tower Unit (Model DIK 3304) Ser #099108387, 4 MEG RAM, 105 MEG Hard Drive, 120 MEG Tape Backup Unit, 5-1/4" Disc Drive, Lantastic Network Adapter, Mitsubishi 19" Multisync Monitor, Genoa Video Card, Star NX2420 Printer, Houston Instruments Digitizer Pad, Zericon 3600D Plotter, External Battery Backup.
386SX CPU (Model DIK 386SX) Ser #21175090, 1.2 MEG RAM, 85 MEG Hard Drive, 5-1/4" Disk Drive, 3-1/2" Disc Drive, Lantastic CPU Adapter, EGA Monitor/Card, Microdirect 2400 Modem.
(2) 286SX Biostar CPU Unit, 1.2 MEG RAM, Lantastice Network Adapter, VGA Monitor/Card.
286 Commodore PC40-111 Ser #CA1005162, 1.2 MEG RAM, 85 MEG Hard Drive, 5-1/4" Disk Drive, Lantastice Network Adapter, 2400 Modem, VGA Monitor/Card

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)
[ ] (Products of collateral are also covered)

RECORD FEE 11.00
RECORD TAX 80.50
POSTAGE .50
#424350 C489 R02 T10:21
04/24/92



MARY M. ROSE
AA CO. CIRCUIT COURT

Signature of Debtor: Donald W. Stevenson

Type or Print Above Name on Above Line: Donald W. Stevenson

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party: Mark R. Breidenstein, VP

Type or Print Above Signature on Above Line: Mark R. Breidenstein, VP

Handwritten notes: 11/00, 80, 50, 53

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated April 9, 1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name State of Maryland  
 Address Treasury bldg., Rm 109, 80 Calvert St., Annapolis, MD

RECORD FEE 41.00  
 POSTAGE .50  
 #424360 C489 R02 T10:22  
 04/24/92

2. SECURED PARTY

Name Maryland National bank  
 Attn: D. Kane MS 020507  
 Address 10 Light Street, 5th Floor  
BALTIMORE, Maryland 21202

MARY M. ROSE  
 CLERK  
 BALTIMORE CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1, 1995

4. This financing statement covers the following types (or items) of property: (list)

Certain Equipment as more particularly described on Exhibits "A" hereto acquired by Debtor pursuant to a Master Equipment Lease-Purchase Agreement dated April 1, 1992, and Equipment Schedules Nos. 1 thru 4 inclusive, each dated as of April 9, 1992, by and between Debtor and Secured Party, together with all repairs, replacements, of modifications to such Equipment and insurance or other proceeds thereof.

Name and address of Assignee  
 Maryland National Bank  
 Agent  
 10 Light Street, 5th floor  
 Baltimore, Maryland 21202

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

H. Louis Stettler III  
 (Signature of Debtor)

H. Louis Stettler III  
 Type or Print Above Name on Above Line

\_\_\_\_\_  
 (Signature of Debtor)

\_\_\_\_\_  
 Type or Print Above Signature on Above Line

DATE 4/16/92 11:00  
 PAGES 10  
 DEBTORS 1  
 REC. TAX

RECEIVED  
 APR 16 1992  
 11 00

Elwyn M. Jordan  
 (Signature of Secured Party)

Elwyn M. Jordan  
 Type or Print Above Signature on Above Line

41.00

dba O.I. ANALYTICAL  
 P.O. BOX 2980, 151 GRAHAM ROAD  
 COLLEGE STATION, TEXAS 77841-2980  
 409-690-1711 FAX: (409) 690-0440

WE APPRECIATE YOUR BUSINESS, AND  
 WE LOOK FORWARD  
 TO THE OPPORTUNITY OF SERVING YOU  
 AGAIN

INVOICE PAGE  
 53141 1

578 PAGE 578

SOLD TO:  
 MARYLAND DEPT OF AGRIC  
 STATE CHEMIST SECTION  
 50 HARRY S TRUMAN PKWY  
 ANNAPOLIS  
 MD 21401

SHIP TO:  
 MARYLAND DEPT OF AGRIC  
 RECEIVING  
 50 HARRY S TRUMAN PKWY  
 ANNAPOLIS  
 MD 21401

DATE  
 1/30/92  
 INVOICE

SHIP VIA ORDER NO. SLS NO. REFERENCE NO. TERMS  
 1- 483600 FEES C050677 10302 P66251 NET 30 DAYS

ITEM NUMBER	DESCRIPTION	U/M	QTY. SHIPPED	UNIT PRICE	AMOUNT
185884	CONTACT: DOROTHY GAINES TEL#: (301)225-4611	EA	1.000	6,320.000	6,320.00
186445	QUOTE#: GC-7588	EA	1.000	790.000	790.00
188185	FOB DESTINATION PER BID# Q66251	EA	1.000	14,244.000	14,244.00
187716	FED TAX ID# 73-0728053	EA	1.000	465.000	465.00
198291	GC-HP5890A MAINFRAME	EA	1.000	920.000	920.00
208454	OPT-HP100 PACKED PORT	EA	1.000		NO CHARGE
208892	OPT-OI 019 ADD 4430/4420	EA	1.000		NO CHARGE
208884	OPT-HP260 ANALOG INPUT PCB	EA	1.000		NO CHARGE
208843	OPT-HP580 HP3365 INTFC	EA	1.000		NO CHARGE
201459	OPT-HP3365S CHEMSTATION	EA	1.000		NO CHARGE
200634	OPT-HP G1030A DOS CHEMSTA HDW	EA	1.000	9,250.000	9,250.00
208827	OPT-HP G120XA 710 HP1B INTFC	EA	1.000		NO CHARGE
208868	OPT-HP ABA LOCALIZATION OPT	EA	1.000		NO CHARGE
189274	OPT-HP3365 SFTWR G1201A	EA	1.000	2,995.000	2,995.00
	OPT-HP G120XA AA9 5.25 IN DISK	EA	1.000		NO CHARGE
	OPT-HP335 LASERJET III 33449A	EA	1.000	2,450.000	2,450.00
	WARR-EXTND HP M48	EA	9.000	234.000	2,106.00

WEIGHT  
 NET SALES  
 TRADE DISCOUNT

MISC. CHARGES  
 TAXES  
 TERMS DISCOUNT

AMOUNT DUE

SEE REVERSE FOR TERMS

CONTINUED

dba O.I. ANALYTICAL  
 P.O. BOX 2980, 151 GRAHAM ROAD  
 COLLEGE STATION, TEXAS 77841-2980  
 409-690-1711 FAX: (409) 690-0440

WE APPRECIATE YOUR BUSINESS, AND  
 WE LOOK FORWARD  
 TO THE OPPORTUNITY OF SERVING YOU  
 AGAIN.

INVOICE PAGE  
 53141 2

SOLD TO:  
 MARYLAND DEPT OF AGRIC  
 STATE CHEMIST SECTION  
 50 HARRY S TRUMAN PKWY  
 ANNAPOLIS  
 MD 21401

SHIP TO:  
 MARYLAND DEPT OF AGRIC  
 RECEIVING  
 50 HARRY S TRUMAN PKWY  
 ANNAPOLIS  
 MD 21401

INVOICE

DATE 1/30/92

SHIP VIA ORDER NO. SLS NO. REFERENCE NO. TERMS

1 483600 FEES C050677 10302 P66251 NET 30 DAYS

ITEM NUMBER	DESCRIPTION	U/M	QTY. SHIPPED	UNIT PRICE	AMOUNT
200824	ACCY-UPGD PKG RS232 4460A	EA	1.000	500.000	500.00
194019	INSTALL-IN-FIELD GC, 01	EA	1.000	675.000	675.00
198077	SVC-000-025 MILES	EA	1.000	140.000	140.00
999988	A DISCOUNT	EA	1.000-	1,896.700	1,896.70-
	185884 S# 3140A39044				
	188185 S# A203184 4430				
	188185S S# P2217				
	188185L S# 7885				
	188185 S# 91-580 4420				
	188185R S# 3117E				
	188185C S# 2275				
	A - ALLOWANCE ADJUSTMENT				

WEIGHT  
 NET SALES  
 TRADE DISCOUNT

STATE OF MARYLAND

MISC. CHARGES  
 TAXES  
 TERMS DISCOUNT

AMOUNT DUE

CONTINUED

SEE REVERSE FOR TERMS

**U. I. SOLUTION**

dba O.I. ANALYTICAL  
P.O. BOX 2980, 151 GRAHAM ROAD  
COLLEGE STATION, TEXAS 77841-2980  
409-690-1711 FAX: (409) 690-0440

WE APPRECIATE YOUR BUSINESS, AND  
WE LOOK FORWARD  
TO THE OPPORTUNITY OF SERVING YOU  
AGAIN.

INVOICE PAGE

53141 3

SOLD TO:

MARYLAND DEPT OF AGRIC  
STATE CHEMIST SECTION  
50 HARRY S TRUMAN PKWY  
ANNAPOLIS  
MD 21401

SHIP TO:

MARYLAND DEPT OF AGRIC  
RECEIVING  
50 HARRY S TRUMAN PKWY  
ANNAPOLIS  
MD 21401

DATE

1/30/92

INVOICE

BOOK 579 PAGE 580

CUST. NO.

SHIP VIA

ORDER NO.

SLS NO.

REFERENCE NO.

TERMS

1 - 483600 FEES

C050677

10302

P66251

NET 30 DAYS

ITEM NUMBER

DESCRIPTION

U/M

QTY. SHIPPED

UNIT PRICE

AMOUNT

VGA COLOR KR14135255

PC S# 3137A12355

208868 S# 3126A98061

WEIGHT  
NET SALES  
TRADE DISCOUNT

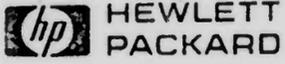
270.0  
38,958.30

MISC. CHARGES  
TAXES  
TERMS DISCOUNT

AMOUNT DUE

38,958.30  
36,852.20

SEE REVERSE FOR TERMS



INVOICE 579 581 6G82212

<b>REMIT TO:</b> HEWLETT-PACKARD P.O. BOX 7777-W8770 PHILADELPHIA PA 19175-8770	<b>ORDER DATE</b>	<b>INVOICE DATE</b>	<b>DUE DATE</b>	<b>PAYMENT TERMS</b>	<b>HP ORDER NO</b>
	12/13/91	02/14/92	03/15/92	NET/30	448804456001
<b>CUSTOMER PURCHASE ORDER NUMBER</b>			DUNS: FEDERAL EIN: 94-1081436		
P66253					

**INVOICE TO:**  
 MARYLAND STATE  
 AGRICULTURE DEPT  
 50 HARRY S. TRUMAN PKWY  
 ANNAPOLIS MD 21401-7035

**INQUIRIES TO:**  
 HEWLETT-PACKARD COMPANY  
 EASTERN SALES REGION  
 2 CHOKE CHERRY RD  
 FED ID 94-108436  
 ROCKVILLE MD 20850  
 PHONE (301) 258-8098

**SUMMARY:**  
 ITEMS TOTAL: \$53707.00  
 DISCOUNT: \$1949.56-  
 INVOICE SUB-TOTAL: \$51757.44  
 INVOICE TOTAL: \$51757.44

ITEM	PRODUCT	DESCRIPTION	QTY UM	UNIT PRICE	AMOUNT
------	---------	-------------	--------	------------	--------

**SHIP TO:**  
 MARYLAND STATE  
 AGRICULTURE DEPT  
 50 HARRY S. TRUMAN PKWY  
 ANNAPOLIS MD 21401  
 M/F WARREN BONTONYAN 301-841-2721  
 P66253

0100	1090M CONSISTING OF:	HP 1090 Series M SERIAL # 3151A03456, BOX # 511230 SERIAL # , BOX # 511230 SERIAL # 2926A02848, BOX # 511230 SERIAL # 2623A03057, BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230 SERIAL # 3151A00626, BOX # 511230 SERIAL # 3151A00626, BOX # 511230 SERIAL # , BOX # 511230 SERIAL # , BOX # 511230	1 EA	8370.00	8370.00
05	PROMOTION DISCOUNT		1 EA	1255.50-	1255.50-
	OPTION:903	Power Cord US/Canada	1 EA	.00	.00
	OPTION:034	PVS SDS	1 EA	9150.00	9150.00
05	PROMOTION DISCOUNT		1 EA	1372.50-	1372.50-
	OPTION:044	Variable Volume Injector	1 EA	6200.00	6200.00

INVOICE RECEIVED AT:  
 FISCAL SERVICES

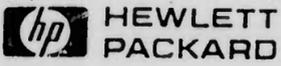
FEB 18 1992

GOODS OR SERVICES  
 DELIVERED ON: (DATE)

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 6G82212 AND REMIT CONTINUED

Please pay on this invoice if an amount is due. No statement will be issued. ORIGINAL

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF



<b>REMIT TO:</b> HEWLETT-PACKARD P.O. BOX 7777-W8770 PHILADELPHIA PA 19175-8770	ORDER DATE	INVOICE DATE	DUE DATE	PAYMENT TERMS	HP ORDER NO
	12/13/91	02/14/92	03/15/92	NET/30	448804456001
CUSTOMER PURCHASE ORDER NUMBER		DUNS: FEDERAL EIN: 94-1081436			
P66253					

INVOICE RECEIVED AT  
FISCAL SERVICES

FEB 18 1992

GOODS OR SERVICES  
DELIVERED ON: (DATE)

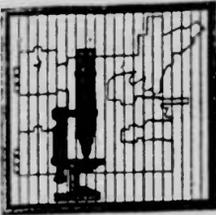
ITEM	PRODUCT	DESCRIPTION	QTY	UM	UNIT PRICE	AMOUNT
05		PROMOTION DISCOUNT	1	EA	930.00-	930.00-
	OPTION:048	Autosampler	1	EA	2230.00	2230.00
05		PROMOTION DISCOUNT	1	EA	334.50-	334.50-
	OPTION:045	250ul Kit	1	EA	290.00	290.00
05		PROMOTION DISCOUNT	1	EA	43.50-	43.50-
	OPTION:050	Heated Column Compartment	1	EA	1350.00	1350.00
05		PROMOTION DISCOUNT	1	EA	202.50-	202.50-
	OPTION:083	Diode Array Detector Series II	1	EA	8340.00	8340.00
05		PROMOTION DISCOUNT	1	EA	1251.00-	1251.00-
	OPTION:084	High Sensitivity Cell II	1	EA	700.00	700.00
05		PROMOTION DISCOUNT	1	EA	105.00-	105.00-
41		INSTALLATION CHARGE	1	EA	1380.00	1380.00
42		SERVICE CONTRACT	12	EA	299.00	3588.00
	DISCOUNT FOR 0100	( 4.0%)				1245.42-
	PRICE FOR 0100					34858.08
	SHIPPED VIA:	APA	SHIP DATE:02/13/92 B/L NUMBER: 6212759			
0200	79994A	HPLC ChemStation	1	EA	.00	.00
	CONSISTING OF:	SERIAL # 2925A02171, BOX # 511240				
		SERIAL # , BOX # 511240				
		SERIAL # 2944A63023, BOX # 511240				
		SERIAL # 6213A65033, BOX # 511240				
		SERIAL # , BOX # 511240				
		SERIAL # 2732A44789, BOX # 511240				
		SERIAL # , BOX # 511240				
		SERIAL # 3040A73596, BOX # 511240				
	OPTION:903	Power Cord for USA and Canada (115V)	1	EA	.00	.00
	OPTION:135	2 MB Color Version	1	EA	9960.00	9960.00
05		PROMOTION DISCOUNT	1	EA	1494.00-	1494.00-
	OPTION:240	40MB Mass Storag	1	EA	3030.00	3030.00
05		PROMOTION DISCOUNT	1	EA	454.50-	454.50-
	OPTION:365	PaintJet Printer	1	EA	1580.00	1580.00
05		PROMOTION DISCOUNT	1	EA	237.00-	237.00-
	DISCOUNT FOR 0200	( 4.0%)				495.38-
	PRICE FOR 0200					11889.12
	SHIPPED VIA:	APA	SHIP DATE:02/13/92 B/L NUMBER: 6212759			

PLEASE SEND INVOICE COPY OR REFER TO INVOICE NUMBER 6G82212 AND REMIT CONTINUED

Please pay on this invoice if an amount is due. No statement will be issued. ORIGINAL

SELLER REPRESENTS THAT THESE GOODS WERE PRODUCED IN COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 6, 7 AND 12 OF THE FAIR LABOR STANDARDS ACT, AS AMENDED, AND OF REGULATIONS AND ORDERS OF THE UNITED STATES DEPARTMENT OF LABOR ISSUED UNDER SECTION 14 THEREOF





**BUNTON INSTRUMENT CO., INC.**

615 S. STONESTREET AVENUE  
ROCKVILLE, MARYLAND 20850  
TELEPHONE (301) 762-5115

PLEASE REMIT TO:

BOOK 579 PAGE 584

**INVOICE**

P. O. BOX 653  
ROCKVILLE, MARYLAND 20851

INVOICE	
DATE	NUMBER
<del>00000000</del> 3-3-92	8826-0
CONTRACT NUMBER	

CUSTOMER ORDER NO.	CUSTOMER NUMBER	TERMS	CONTRACT NUMBER
P67001	188	NET 30	
SHIP		SALESMAN	EIN # 52-0786501
<del>00000000</del> 3-3-92		MITCHELL	

**SOLD TO**

MD. DEPT. OF AGRICULTURE  
ANIMAL HEALTH SECTION  
50 HARRY S. TRUMAN PARKWY  
ANNAPOLIS, MD 21401

**SHIP TO**

MD. DEPT. OF AGRICULTURE  
ANIMAL HEALTH SECTION  
3740 METZEROTTE ROAD  
COLLEGE PARK, MD 20740

ITEM	QUANTITY			DESCRIPTION	PRICES		
	ORDERED	SHIPPED	BK. ORD.		UNIT LIST	DISC.	NET AMOUNT
1	1	1	0	039818660 2800 N BASIC UNIT	16,720.00	4%	16,051.20
2	1	1	0	021607100 KNIFE C-PRO/16CM	215.00	4%	206.40
				SUBTOTAL			16,257.60
				INVOICE TOTAL			16,257.60

INVOICE RECEIVED AT:  
ANIMAL HEALTH  
CONSUMER SERVICES  
MAR 07 1992  
GOODS OR SERVICES  
DELIVERED OR (DATE)

A SERVICE CHARGE OF 1 1/2% PER MONTH OR AN ANNUAL RATE OF 18% WILL BE CHARGED ON PAST DUE ACCOUNTS.

IMPORTANT: NO CLAIMS WILL BE RECOGNIZED UNLESS MADE WITHIN 30 DAYS AFTER RECEIPT OF MERCHANDISE. NO MERCHANDISE MAY BE RETURNED WITHOUT PRIOR APPROVAL.

INVOICE

XEROX

ROX

Customer Information

XEROX CORPORATION  
MAJOR ACCTS 9TH FL  
1616 N FORT MYER DR  
ARLINGTON VA 22209

THE EASY WAY  
TO ORDER SUPPLIES  
CALL OUR TOLL  
FREE NUMBER  
1-800-822-2200

G-297597P  
Purchase Order Number

MAR 15 1992

Special Reference  
011066302  
Contract Number

STATE TREASURER'S OFFICE

Terms Of Payment  
NET 30 DAYS

Telephone 703-247-6800  
Please Direct Inquiries To:   
Ship To/Installed At:

ESCN 095946075

Bill To:  
STATE OF MARYLAND  
STATE TREASURER  
GOLDSTEIN TREAS BLDG  
80 CALVERT ST  
ANNAPOLIS MD  
21401

03-09-92  
Invoice Date  
032364117  
Invoice Number  
000107680  
Customer Number

CHESAPEAKE BIOLOGICA  
LAB  
ADMIN BLDG  
#1 WILLIAM ST  
SOLOMONS MD  
20688

SALE OF 5028ZT ZOOM COPIER  
FOR SER.# 68H-540681

4,235.00  
565.00CR

LESS SALE CREDIT

SUB TOTAL

3,670.00

TOTAL

3,670.00

Invoice

TOTAL WARRANTY - 48 MONTHS  
ORDER NUMBER 746845 CML - C2

INSTALLATION DATE 03-03-92  
ORDER DATE 02-06-92

PLEASE INITIATE AN AMENDMENT OR RENEWAL FOR YOUR EXPIRED  
PURCHASE ORDER G-297597P

XEROX FEDERAL IDENTIFICATION #16-046-8020

Refer Questions & Correspondence to Above Inquiry Address.

PLEASE DETACH THE "PAYMENT" PORTION AND RETURN WITH YOUR REMITTANCE

SEND PAYMENT TO:

Ship To/Installed At:

CHESAPEAKE BIOLOGICA  
LAB  
ADMIN BLDG  
#1 WILLIAM ST  
SOLOMONS MD  
20688

Bill To:  
STATE OF MARYLAND  
STATE TREASURER  
GOLDSTEIN TREAS BLDG  
80 CALVERT ST  
ANNAPOLIS MD  
21401

XEROX CORPORATION  
THE GATEWAY CENTRE  
XEROX SQUARE-870-87L  
ROCHESTER, N.Y. 14664

When Paying Electronically See Reverse Side

Payment

For Xerox Use Only

00-495-9391 4 000107680 032364117 03-09-92  
S0002389-1  
05 2TA2 21L2 802837002 S 746845 2195 0 070N C  
202100008070060 0323641175 0303670001 200010768066  
-00010768060

PLEASE PAY  
THIS AMOUNT

\$3,670.00  
68H540681H-05-NP-2N10-0  
3S UU NP

A??

XEROX

Customer Information

XEROX CORPORATION  
MAJOR ACCTS 9TH FL  
1616 N FORT MYER DR  
ARLINGTON VA 22209

THE EASY WAY  
TO ORDER SUPPLIES  
CALL OUR TOLL  
FREE NUMBER  
1-800-822-2200

G-297597P  
Purchase Order Number

Page 585  
MAR 15 1992

Special Reference  
011066302  
Contract Number

STATE TREASURER'S OFFICE

Telephone 703-247-6800  
Please Direct Inquiries To:   
Ship To/Installed At:

ESC N 095946075

NET 30 DAYS  
Terms Of Payment

CHESAPEAKE BIOLOGICA  
LAB  
ADMIN BLDG  
#1 WILLIAM ST  
SOLOMONS MD  
20688

Bill To:  
STATE OF MARYLAND  
STATE TREASURER  
GOLDSTEIN TREAS BLDG  
80 CALVERT ST  
ANNAPOLIS MD  
21401

03-09-92  
Invoice Date  
032364117  
Invoice Number  
000107680  
Customer Number

SALE OF 5028ZT	ZOOM COPIER	
	FOR SER.# 68H-540681	4,235.00
LESS SALE CREDIT		565.00CR
	SUB TOTAL	3,670.00
	TOTAL	3,670.00

Invoice

TOTAL WARRANTY - 48 MONTHS  
ORDER NUMBER 746845 CML - C2

INSTALLATION DATE 03-03-92  
ORDER DATE 02-06-92

PLEASE INITIATE AN AMENDMENT OR RENEWAL FOR YOUR EXPIRED  
PURCHASE ORDER G-297597P

XEROX FEDERAL IDENTIFICATION #16-046-8020

PLEASE DETACH THE "PAYMENT" PORTION AND RETURN WITH YOUR REMITTANCE

Refer Questions & Correspondence to Above Inquiry Address.

Payment

Ship To/Installed At:

Bill To:

SEND PAYMENT TO:

CHESAPEAKE BIOLOGICA  
LAB  
ADMIN BLDG  
#1 WILLIAM ST  
SOLOMONS MD  
20688

STATE OF MARYLAND  
STATE TREASURER  
GOLDSTEIN TREAS BLDG  
80 CALVERT ST  
ANNAPOLIS MD  
21401

XEROX CORPORATION  
THE GATEWAY CENTRE  
XEROX SQUARE-870-87L  
ROCHESTER, N.Y. 14664

When Paying Electronically See Reverse Side

Invoice Amount

For Xerox Use Only

00-495-9391 4 000107680 032364117 03-09-92  
S0002389-1  
05 2TA2 21L2 802837002 S 746845 2195 0 070N C

PLEASE PAY THIS AMOUNT

\$3,670.00  
68H540681H-05-NP-2N10-0  
3S UU NP

202100008070060 0323641175 0303670001 200010768066

XEROX

Customer Information

XEROX CORPORATION  
MAJOR ACCTS 9TH FL  
1616 N FORT MYER DR  
ARLINGTON VA 22209

THE EASY WAY  
TO ORDER SUPPLIES  
CALL OUR TOLL  
FREE NUMBER  
1-800-822-2200

G-297597P  
Purchase Order Number 579 PAGE 586

Special Reference  
011066302  
Contract Number

Telephone 703-247-6800  
Please Direct Inquiries To: 

ESCN 095946075

NET 30 DAYS

Ship To/Installed At:

Bill To:

Terms Of Payment

CHESAPEAKE BIOLOGICA  
LAB  
ADMIN BLDG  
#1 WILLIAM ST  
SOLOMONS MD  
20688

STATE OF MARYLAND  
STATE TREASURER  
GOLDSTEIN TREAS BLDG  
80 CALVERT ST  
ANNAPOLIS MD  
21401

03-09-92  
Invoice Date  
032364118  
Invoice Number  
000107680  
Customer Number

SALE OF 5034ZTAS COPIER	FOR SER.# 79H-406126	7,020.00
LESS SALE CREDIT		800.00CR
	SUB TOTAL	6,220.00
	TOTAL	6,220.00

Invoice

TOTAL WARRANTY - 48 MONTHS  
ORDER NUMBER 746845 CML - C2

INSTALLATION DATE 03-03-92  
ORDER DATE 02-06-92

PLEASE INITIATE AN AMENDMENT OR RENEWAL FOR YOUR EXPIRED  
PURCHASE ORDER G-297597P

XEROX FEDERAL IDENTIFICATION #16-046-8020

PLEASE DETACH THE "PAYMENT" PORTION AND RETURN WITH YOUR REMITTANCE

Refer Questions & Correspondence to Above Inquiry Address.

Payment

Ship To/Installed At:

Bill To:

SEND PAYMENT TO:

CHESAPEAKE BIOLOGICA  
LAB  
ADMIN BLDG  
#1 WILLIAM ST  
SOLOMONS MD  
20688

STATE OF MARYLAND  
STATE TREASURER  
GOLDSTEIN TREAS BLDG  
80 CALVERT ST  
ANNAPOLIS MD  
21401

XEROX CORPORATION  
THE GATEWAY CENTRE  
XEROX SQUARE-870-87L  
ROCHESTER, N.Y. 14664

When Paying Electronically See Reverse Side

For Xerox Use Only

Invoice Amount

PLEASE PAY THIS AMOUNT **\$6,220.00** *AM*

00-495-9391 4 000107680 032364118 03-09-92 79H406126H-05-NP-2N10-0  
S0002390-1 3S UU NP  
05 2TA2 21L2 802837001 S 746845 2195 0 070N C

202100008070060 0323641184 0306220005 200010768060

STATE OF MARYLAND

BOOK 570 PAGE 587

Anne Arundal County

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 284134

RECORDED IN LIBER 570 FOLIO 114 ON September 17, 1991 (DATE)

1. DEBTOR

Name U.S. Home Corporation
Address 1800 West Loop South, Houston, Texas 77027

2. SECURED PARTY

Name General Electric Capital Corporation
Address Two Galleria Tower, 13455 Noel Road, Suite 1750
Dallas, Texas 74240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with four sections: A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes checkboxes and descriptive text for each section.

Effective as of April 15, 1992, the following entities no longer constitute debtors under this financing statement: U.S. Home Mortgage Corporation, U.S. Home Mortgage Credit Corporation, USHAC, Inc., USH I Corporation

RECORD FEE 10.00
POSTAGE .50
#424370 6489 R02 T10:32
04/24/92
MARY M. ROSE
AA CO. CIRCUIT COURT



Dated April 15, 1992

Signature of Secured Party
General Electric Capital Corporation
Type or Print Above Name on Above Line

10/3



STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. BOOK 573 PAGE 589

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 286183

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~XXXXXX~~ LESSEE:

Name R.E.P.G., INC. T/A: HAPPY DAYS  
Address 1641 RT 3 North, Crofton, MD 21114

2. SECURED PARTY LESSOR:

Name CENTURY EQUIPMENT LEASING CORPORATION  
Address 607E N. Easton Road, Willow Grove, PA 19090

*Return TO STAMPED* (with arrow pointing to the secured party address)

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee  
CONTINENTAL BANK  
16th & Locust St.- 3rd. Fl.  
Philadelphia, PA 19102

(1) ElectroFreeze Soft Serve Machine #55TF S/N: CU772

"THIS FINANCING STATEMENT IS BEING FILED FOR NOTICE PURPOSES AND IS NOT INTENDED TO CONVERT THE LEASE INTO A SECURITY AGREEMENT."

"THIS FINANCING STATEMENT IS FILED PURSUANT TO SECTION 9-408 OF THE UNIFORM COMMERCIAL CODE."

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



RECORD FEE 12.00  
POSTAGE .50  
#424680 C489 R02 T11:2  
04/24/9.  
MARY M. ROSE  
AA CO. CIRCUIT COURT

*Joseph Albero*  
(Signature of Debtor)  
**JOSEPH ALBERO - President**  
R.E.P.G., INC. T/A: HAPPY DAYS  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Sandy Haggerty* Asst. Secy.  
(Signature of Secured Party)  
**CENTURY EQUIPMENT LEASING CORPORATION**  
Type or Print Above Signature on Above Line

*12:00*



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p>1. Debtor(s) (Last Name First) and address(es)                  BOB BELL CHEVROLET/GEO/NISSAN INC                  7900 EASTERN BOULEVARD                  BALTIMORE, MD 21224</p>	<p>2. Secured Party(ies) and address(es)                  GE CAPITAL                  101 WEST COATES                  MOBERLY, MO 65270</p> <p>MAR 20 1992</p>	<p>3. Maturity date (if any):</p> <p>For Filing Officer                  (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 11.00                  POSTAGE .50                  #424690 C489 R02 T11#24                  04/24/92</p> <p>MARY H. ROSE                  AA CO. CIRCUIT COURT</p> <p>5. Assignee(s) of Secured Party and Address(es)</p> <p>BL                  CLEAR</p>																
<p>4. This financing statement covers the following types (or items) of property:</p> <table border="1"> <thead> <tr> <th>NUMBER</th> <th>MODEL NO.</th> <th>SERIAL NO.</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>2</td> <td>CD-2000</td> <td>909&amp;908B</td> <td>KEY ACCESS MODULES</td> </tr> <tr> <td>1</td> <td>LX-810</td> <td>03780</td> <td>EPSON PRINTER</td> </tr> <tr> <td>1</td> <td>QVT-31</td> <td>08784</td> <td>QUME CRT</td> </tr> </tbody> </table> <p>NOT SUBJECT TO RECORDATION TAX. TRUE LEASE                  log number 92021970</p>		NUMBER	MODEL NO.	SERIAL NO.	DESCRIPTION	2	CD-2000	909&908B	KEY ACCESS MODULES	1	LX-810	03780	EPSON PRINTER	1	QVT-31	08784	QUME CRT	
NUMBER	MODEL NO.	SERIAL NO.	DESCRIPTION															
2	CD-2000	909&908B	KEY ACCESS MODULES															
1	LX-810	03780	EPSON PRINTER															
1	QVT-31	08784	QUME CRT															

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:       Proceeds of Collateral are also covered.       Products of Collateral are also covered.      No. of additional Sheets presented:

Filed with:

Bob Bell Chevrolet/Geo/Nissan Inc \_\_\_\_\_

G E Capital \_\_\_\_\_

By: [Signature]  
 Signature(s) of Debtor(s)

By: [Signature]  
 Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1

(1) FILING OFFICER COPY - ALPHABETICAL

STATE OF MARYLAND

BOOK 579 PAGE 591

FINANCING STATEMENT FORM UCC-1

Identifying File No. 286185

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FULL TILT MARINE, INC.
Address 6332 RICHMOND HIGHWAY, ALEXANDRIA, VA 22306

RECORD FEE 11.00
POSTAGE .50
#424870 0489 R02 T11:38
04/24/92

2. SECURED PARTY

Name TRANSAMERICA COMMERCIAL FINANCE CORPORATION
Address 2401 PLUM GROVE ROAD, SUITE 118
PALATINE, IL 60067

MARY M. ROSE
AA CO. CIRCUIT COURT

Person And Address To Whom Statement Is To Be Returned If Different From Above.

BL
CLERK

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

UCC-Description

This financing statement covers all of the following property and interests in the following property of Debtor, whether now or hereafter existing, owned, licensed, leased, consigned, acquired or arising and wherever located: (i) inventory, accounts, chattel paper, documents, equipment, fixtures, general intangibles, all of Debtor's rights to any price protection payments, rebates, discounts, credits, factory holdbacks, incentive payments and other amounts which at any time are due Debtor with respect to any inventory, deposit accounts, certificates of deposit, and books, records, disks, and tapes, (ii) all accessions, accessories and replacements to or of the foregoing, and (iii) all proceeds and products of the foregoing. All terms used herein shall have the meanings assigned to them in the Uniform Commercial Code in effect in Illinois on the initial date of filing of this financing statement.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Handwritten signature of Debtor

(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Handwritten signature of Secured Party

(Signature of Secured Party)

Type or Print Above Signature on Above Line

1100

UNIFORM COMMERCIAL CODE FORM ADDRESSES

FULL TILT MARINE, INC.  
6332 Richmond Highway  
Alexandria, VA 22306

FULL TILT MARINE, INC dba:  
Full tilt Marine of Baltimore at  
Chesapeake Yachting Center  
400 Wagner Lane  
Baltimore MD 21220

FULL TILT MARINE, INC. dba:  
Full Tilt Marine, Inc at Oak  
Cove Marine Center  
2830 Solomons Island Road  
Edgewater, MD 21037

FULL TILT MARINE, INC. dba:  
Full Tilt Marine at  
Harbour Cove Marina  
5910 Vacation Lane  
Deale, MD 20751

FULL TILT MARINE, INC. dba:  
Unloading & Storage Location  
Forestville Autobody  
7970 Penn Randall Place  
Upper Marlboro MD 20772

  
Debtor's Signature

UCC Description

This financing statement covers all of the following property and interests in the following property of Debtor, whether now or hereafter existing, owned, leased, leased, consigned, acquired or arising and wherever located: (i) inventory, accounts, chattel paper, documents, equipment, fixtures, general intangibles, all of Debtor's rights to any price protective payments, returns, discounts, credits, factory warranties, license payments and other amounts which at any time are due Debtor, with respect to any inventory, deposit accounts, certificates of deposit, and loans, proceeds, claims, and taxes, (ii) all accessories, accessories and replacements to or of the foregoing, and (iii) all proceeds and products of the foregoing.  
All terms used herein shall have the meanings ascribed to them in the Uniform Commercial Code in effect in Illinois on the initial date of filing of this financing statement.

The underlying secured transaction being publicized by this Financing Statement  is  is not wholly or partially subject to the Maryland Recordation Tax on the taxable principal amount of the debt: \$ \_\_\_\_\_

**MARYLAND FINANCING STATEMENT FORM**

TO BE RECORDED IN LAND RECORDS  YES  NO

CLERK OF THE CIRCUIT COURT ANNE ARUNDEL COUNTY

This Financing Statement dated 04-01-1992 is presented to a filing officer for filing pursuant to the Uniform Commercial Code

Debtor(s) (Last Name First) and mailing address:

Union Network Systems, Inc.  
446 Cranes Roost Court  
Annapolis, MD 21401

Check the box indicating the kind of statement.  
Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

RECORD FEE 11.00  
POSTAGE .50

Name and address of Secured Party

Franklin National Bank of Washington, D.C.  
1722 Eye Street, NW  
Washington, DC 20006

Name and address of Assignee

#424880 C489 R02 T11:39  
04/24/92



MARY M. ROSE  
AA CO. CIRCUIT COURT

Date of maturity, if any

Check if proceeds/products of collateral are covered ( X )

This Financing Statement covers the following types (or items) of collateral (if collateral is timber to be cut, or minerals (including oil and gas) to be extracted, or accounts therefrom, or crops growing or to be grown or goods which are or are to become fixtures, also describe real estate concerned and add name and address of record owner or record lessee of real estate):

**All Accounts and Contract Rights; whether owned now or acquired later; all accessions, additions, replacements, and substitutions; all records of any kind relating to any of the foregoing; all proceeds (including insurance, general intangibles and accounts proceeds).**

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Maryland from another jurisdiction.

Describe Real Estate if applicable:

This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 already subject to a security interest in the state of \_\_\_\_\_ when it was brought into this state or  
when the debtor's location was changed to this state, or  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Union Network Systems, Inc.

By: Daniel M. Grove, President  
Signature of Debtor

Franklin National Bank of Washington, D.C.

Signature of Secured Party

FINANCING STATEMENT

286187

- 1. / / To Be Recorded in the Land Records.
- 2. /X / To Be Recorded among the Financing Statement Records.
- 3. / / Not subject to Recordation Tax.
- 4. /X / Subject to Recordation Tax on an Initial debt in the principal amount of \$229,062.32. The Debtor(s) certify(ies) that the Recordation Tax on the Initial debt was paid to the Circuit Court for Anne Arundel County with the filing of a Deed of Trust.

5. Debtor(s) Name(s) Address(es)  
 Valentine R. Bauer 1270 Fenwick Garth, Arnold, MD 21012  
 Frances A. Bauer



RECORD FEE 12.00

6. Secured Party Address  
 The First National Bank of Maryland  
 Attention: Richard P. Deller 18 West Street, Annapolis, Maryland 21401

POSTAGE  
 21401  
 04/11  
 AA CO. CIRCUIT CL

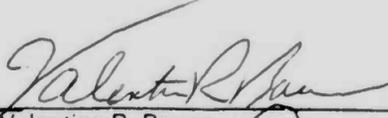
7. This Financing Statement covers the property described below and all cash and non-cash proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. All Equipment and Fixtures. All of the Debtor's equipment and fixtures, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith; (ii) all replacements thereof and substitutions therefor; and (iii) all cash and non-cash proceeds and products thereof.

8. Proceeds. Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts; and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9. All or a portion of the property described above is affixed to or is to be located on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: Valentine R. Bauer and Frances A. Bauer

Debtor(s):

 (SEAL)  
 Valentine R. Bauer

 (SEAL)  
 Frances A. Bauer

Return to The First National Bank of Maryland at the address set forth in paragraph 6 above.

12)

SCHEDULE "A"

BEING KNOWN AND DESIGNATED as Units A and B, in Building 2, COLLEGE PARKWAY PROFESSIONAL CENTER, a Horizontal Property Regime, as established pursuant to Declaration and By-Laws made by Woodrow S. Hancock and Cheryl L. Hancock, dated September 9, 1983 and recorded among the Land Record of Anne Arundel County, Maryland, in Liber 3633, folio 68, et seq., and pursuant to the Plats entitled "College Parkway Professional Center", described in the Declaration and recorded among the Plat Records of Anne Arundel County in Condominium Plat Book 23, folios 23 and 24, inclusive. TOGETHER with an undivided percentage interest in the common elements as set forth in said Declaration and By-Laws and subject to all rights, easements, restrictions, covenants and reservations contained therein, and as shown on said Plat referred to herein.

BEING the same property granted and conveyed from Woodrow S. Hancock and Cheryl L. Hancock, his wife, to Valentine R. Bauer and Frances A. Bauer, his wife, as tenants by the entirety, by Deed dated February 17, 1984 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 3698, folio 393 (as to Unit A); and by Deed dated December 16, 1985 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 4001, folio 9 (as to Unit B).

TO BE FILED WITH THE MONTGOMERY COUNTY CHATTEL RECORDS.

NO TAX DUE TO PERFECT SECURITY INTEREST  
BOOK 379 PAGE 596

SECURITY AGREEMENT AND FINANCING STATEMENT

286188

(Uniform Commercial Code - Secured Transaction)

This Security Agreement and Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR

ADDRESS

JOHN H. SPORIDIS

905 Silver Spring Avenue  
Silver Spring, Maryland 20910

SECURED PARTY

ADDRESS

BANK OF MARYLAND

7126 Wisconsin Avenue  
Bethesda, Maryland 20814

BL  
CLERK

RECORD FEE 11.00

STAGE .50

200 L 263 R01 714156

04/24/92

MARY M. ROSE

CIRCUIT COURT

~~RECORD FEE 11.00~~

~~.50~~

~~200 L 263 R01 714121~~

~~04/24/92~~

~~MARY M. ROSE~~

~~CIRCUIT COURT~~

1. Debtor hereby grants to Secured Party a security interest in all of the property described in paragraph 3 hereof in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a promissory note dated March 20, 1992 in the amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) from Eliezer H. Benbassat, Miriam Benbassat, John H. Sporidis, Ottis G. Triantis, Gus O. Triantis and Mary E. Triantis (collectively, the "Borrower") to the order of Secured Party ("Note").

2. The Note is hereby incorporated by reference and is made a part hereof. Debtor agrees that in that event of (i) any default in the Note, or in any other document, agreement or instrument evidencing and/or securing the Note or executed in conjunction with the loan evidenced by the Note, or otherwise between Debtor and/or Borrower and the Secured Party, or (ii) any default in any other instrument, document or agreement ("Collateral Financing") in which Debtor has granted a security interest in the property described in paragraph 3 hereof (the "Collateral"), then such default shall constitute a default in this Security Agreement and Financing Statement ("Agreement"), entitling Secured Party to exercise any and all rights and remedies herein provided or provided under the Uniform Commercial Codes of the State of Maryland or any other applicable law, in addition to any other rights and remedies provided in the Note or in any other instrument evidencing or securing the said indebtedness. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in his sole and absolute discretion.

Mr. Peter A. Converse  
Bank of Maryland  
7126 Wisconsin Avenue  
Bethesda, Maryland 20814

After recordation, please return to:

3. This Agreement covers all right, title or interest of Debtor in or to any and all general or limited partnership interests in BWI/Parkway Hotel Group Limited Partnership, a Maryland limited partnership, owned by Debtor at any time during the duration of this Agreement, together with any and all rights of Debtor to receive any distributions and other proceeds, reimbursements, fees or payments, cash or otherwise, in liquidation or otherwise, as may be specified in the limited partnership agreement for said partnership or in any amendments thereto.

4. The proceeds of the Collateral are also covered.

5. Debtor agrees to notify Secured Party of any default by Debtor under any Collateral Financing within ten (10) days from and after Debtor receives notice of, or becomes aware of, such default. Debtor's failure to so notify Secured Party shall be considered a default hereunder, entitling Secured Party to all of the rights and remedies more fully described in paragraph 2 hereunder.

Date of this Security Agreement and Financing Statement: March 20, 1992.

WITNESS:

Kathy A. Situs

DEBTOR:

John H. Sporidis

SECURED PARTY:

BANK OF MARYLAND

Kathy A. Situs

By: Peter A. Converse, V.P.

TO BE FILED WITH THE MONTGOMERY COUNTY CHATTEL RECORDS.

NO TAX DUE TO PERFECT SECURITY INTEREST 3/7/92

BOOK 579 PAGE 588

SECURITY AGREEMENT AND FINANCING STATEMENT

286189

(Uniform Commercial Code - Secured Transaction)

This Security Agreement and Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR

ADDRESS

GUS O. TRIANTIS

5709 Sugarbush Lane  
Rockville, Maryland 20852

SECURED PARTY

ADDRESS

BANK OF MARYLAND

7126 Wisconsin Avenue  
Bethesda, Maryland 20814

Mr. Peter A. Converse  
Bank of Maryland  
7126 Wisconsin Avenue  
Bethesda, Maryland 20814  
After recordation, please return to:

1. Debtor hereby grants to Secured Party a security interest in all of the property described in paragraph 3 hereof in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a promissory note dated March 24, 1992 in the amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) from Eliezer H. Benbassat, Miriam Benbassat, John H. Sporidis, Ottis G. Triantis, Gus O. Triantis and Mary E. Triantis (collectively, the "Borrower") to the order of Secured Party ("Note").

BL CLERK

RECORD FEE 11.00

2. The Note is hereby incorporated by reference and is made a part hereof. Debtor agrees that in that event of (i) any default in the Note, or in any other document, agreement or instrument evidencing and/or securing the Note or executed in conjunction with the loan evidenced by the Note, or otherwise between Debtor and/or Borrower and the Secured Party, or (ii) any default in any other instrument, document or agreement ("Collateral Financing") in which Debtor has granted a security interest in the property described in paragraph 3 hereof (the "Collateral"), then such default shall constitute a default in this Security Agreement and Financing Statement ("Agreement"), entitling Secured Party to exercise any and all rights and remedies herein provided or provided under the Uniform Commercial Codes of the State of Maryland or any other applicable law, in addition to any other rights and remedies provided in the Note or in any other instrument evidencing or securing the said indebtedness. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in his sole and absolute discretion.

04/24/92  
148310 0263 001 T14:57  
MARY M. ROSE  
CIRCUIT COURT

3. This Agreement covers all right, title or interest of Debtor in or to any and all general or limited partnership

Handwritten initials or mark.

interests in BWI/Parkway Hotel Group Limited Partnership, a Maryland limited partnership, owned by Debtor at any time during the duration of this Agreement, together with any and all rights of Debtor to receive any distributions and other proceeds, reimbursements, fees or payments, cash or otherwise, in liquidation or otherwise, as may be specified in the limited partnership agreement for said partnership or in any amendments thereto.

4. The proceeds of the Collateral are also covered.

5. Debtor agrees to notify Secured Party of any default by Debtor under any Collateral Financing within ten (10) days from and after Debtor receives notice of, or becomes aware of, such default. Debtor's failure to so notify Secured Party shall be considered a default hereunder, entitling Secured Party to all of the rights and remedies more fully described in paragraph 2 hereunder.

Date of this Security Agreement and Financing Statement: March 20, 1992.

WITNESS:

Kathy A. Titus

DEBTOR:

Gus O. Triantis

SECURED PARTY:

BANK OF MARYLAND

Kathy A. Titus

By: Peter S. Converse, V.P.

TO BE FILED WITH THE MONTGOMERY COUNTY CHATTEL RECORDS

NO TAX DUE TO PERFECT SECURITY INTEREST

8/9/92

SECURITY AGREEMENT AND FINANCING STATEMENT

BOOK 579 PAGE 600

(Uniform Commercial Code - Secured Transaction)

2861.50

This Security Agreement and Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code.

DEBTOR

ADDRESS

EHB PROPERTIES

c/o Eliezer H. Benbassat  
905 Silver Spring Avenue  
Silver Spring, Maryland 20910

SECURED PARTY

ADDRESS

BANK OF MARYLAND

7126 Wisconsin Avenue  
Bethesda, Maryland 20814

1. Debtor hereby grants to Secured Party a security interest in all of the property described in paragraph 3 hereof in accordance with the Uniform Commercial Code for the State of Maryland as additional security for the repayment of the indebtedness evidenced by a promissory note dated March 20, 1992 in the amount of SEVEN HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$750,000.00) from Eliezer H. Benbassat, Miriam Benbassat, John H. Sporidis, Ottis G. Triantis, Gus O. Triantis and Mary E. Triantis (collectively, the "Borrower") to the order of Secured Party ("Note").

11.00  
.50  
04/24/92  
MARY H. ROSE

2. The Note is hereby incorporated by reference and is made a part hereof. Debtor agrees that in that event of (i) any default in the Note, or in any other document, agreement or instrument evidencing and/or securing the Note or executed in conjunction with the loan evidenced by the Note, or otherwise between Debtor and/or Borrower and the Secured Party, or (ii) any default in any other instrument, document or agreement ("Collateral Financing") in which Debtor has granted a security interest in the property described in paragraph 3 hereof (the "Collateral"), then such default shall constitute a default in this Security Agreement and Financing Statement ("Agreement"), entitling Secured Party to exercise any and all rights and remedies herein provided or provided under the Uniform Commercial Codes of the State of Maryland or any other applicable law, in addition to any other rights and remedies provided in the Note or in any other instrument evidencing or securing the said indebtedness. All said rights and remedies are cumulative and may be exercised either concurrently or independently and in such order as Secured Party shall determine in his sole and absolute discretion.

BL  
CLERK

After recordation, please return to: Mr. Peter A. Converse  
Bank of Maryland  
7126 Wisconsin Avenue  
Bethesda, Maryland 20814

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3. This Agreement covers all right, title or interest of Debtor in or to any and all general or limited partnership interests in BWI/Parkway Hotel Group Limited Partnership, a Maryland limited partnership, owned by Debtor at any time during the duration of this Agreement, together with any and all rights of Debtor to receive any distributions and other proceeds, reimbursements, fees or payments, cash or otherwise, in liquidation or otherwise, as may be specified in the limited partnership agreement for said partnership or in any amendments thereto.

4. The proceeds of the Collateral are also covered.

5. Debtor agrees to notify Secured Party of any default by Debtor under any Collateral Financing within ten (10) days from and after Debtor receives notice of, or becomes aware of, such default. Debtor's failure to so notify Secured Party shall be considered a default hereunder, entitling Secured Party to all of the rights and remedies more fully described in paragraph 2 hereunder.

Date of this Security Agreement and Financing Statement: March 20, 1992.

WITNESS:

DEBTOR:

EHB PROPERTIES, a sole proprietorship

Peter A. Converse

By:

Eliezer H. Benbassat,  
Sole Proprietor

SECURED PARTY:

BANK OF MARYLAND

Kathy A. Titus

By:

Peter A. Converse, V.P.

**END  
LIBER**